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## The Solicitors' Journal and Weekly Reporter.

LONDON, JULY 11, 1908.

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of the writer.

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## Current Topics.

### Provisional Orders Procedure.

THE SYSTEM of legislation by provisional order has been rendered necessary by the development of local public undertakings, and in the case of many matters which come within the authority of the Board of Trade in regard to such orders the procedure to be observed is prescribed in detail by public statutes. The inconvenience of complying with all the statutory requirements is well known to those who have had to go to the Board of Trade for a provisional order for a pier or for gas or similar undertakings, and a more convenient method has been devised in regard to the latest forms of undertaking—namely those for electric lighting. The procedure to be followed in obtaining provisional orders for this purpose is not defined by statute, but under the Electric Lighting Acts is subject to rules prescribed by the Board of Trade. A Bill, under the title of the Board of Trade (Provisional Orders) Bill, has been introduced into the House of Lords on behalf of the Board of Trade with the object of applying the same mode of procedure to other undertakings. It provides, accordingly, that the Board may make rules in relation to applications for provisional orders in regard to piers and harbours, gas and water undertakings, tramways, and pilotage orders under section 580 of the Merchant Shipping Act, 1894; and the portions of the statutes prescribing the procedure for provisional orders in these matters will be repealed.

### Increase in the Use of Shorthand Notes.

THE PROVISION in the Criminal Appeal Act, 1907, that shorthand notes shall be taken at the trial of any person on indictment who, if convicted, is entitled, or may be authorized, to appeal under the Act, and a transcript of the notes furnished for the use of the Court of Criminal Appeal, will probably give a strong impetus to the use of these notes in all proceedings in the Law Courts. It is not many years since our judges on the hearing of an appeal were in the habit of protesting against the reading of any notes except the official note taken by the judge at the trial or those made by counsel on their briefs. Doubts were even expressed as to the accuracy of shorthand notes, and it was said that the parties could only read such notes as their impression of what had passed in the court below. But this prejudice has gradually passed away, and there can be little doubt that if an inexpensive method of taking a verbatim note could be devised, it would be accepted in every tribunal. We read that in the

Clerkenwell County Court, in a recent case which had been referred back to the court as the result of an appeal, a transcript of the shorthand notes of the judgments delivered in the Divisional Court was handed to the judge, and after expressing his thanks for the assistance which had been afforded to him, he took occasion to say that he had already suggested that in similar cases a shorthand writer should be engaged to take a note so that the judge overruled might have a transcript to guide him as to what he should do.

#### The Law of Distress Amendment Bill.

THE LAW OF Distress Amendment Bill, presented by Mr. ARNOLD HERBERT—the object of which is to exempt from liability to distress by a landlord for rent due to him by his tenant the goods of persons other than such tenant, and to make such goods liable only to the extent of any rent due by the owner of them to his immediate landlord—has been favourably received, and there appears to be some prospect that it may become law during the present session. It has, however, been suggested that it may in its present form seriously interfere with the enforcement of a forfeiture for non-payment of rent under section 210 of the Common Law Procedure Act, 1852. This section enacts that in cases where the landlord or lessor has right by law to re-enter for non-payment of rent, a writ in ejectment shall stand in the place of a demand and re-entry, and in the case of judgment against the defendant, the plaintiff shall recover judgment and execution “upon proof that half a year’s rent was due before the writ was served, and that no sufficient distress was to be found on the demised premises countervailing the arrears then due.” It is urged that the sufficiency of the distress will in future depend upon the collateral question whether the goods on the premises belong to some person other than the tenant, and until this question is determined the plaintiff will be unable to satisfy the requirement of the section. The question is one of some importance, having regard to the prevalence of the hire-purchase system.

#### Evidence of Similar Injuries to Persons other than the Plaintiff.

AN INTERESTING question as to the admissibility of evidence was recently debated in the Divisional Court. The plaintiff, who had been shaved in the shop of the defendant, a barber, alleged that he had contracted the disease known as “barber’s itch” by reason of the negligence of the defendant in providing dirty razors or towels. In support of the plaintiff’s case two witnesses were called, who proved that at nearly the same time as when the plaintiff was shaved they were shaved at the defendant’s shop, and, having been cut, sores came out on their chins. Judgment having been given for the plaintiff, it was contended in the Divisional Court that the evidence of the two witnesses was inadmissible, as it related to a different time and different circumstances. The Divisional Court (CHANNELL and SUTTON, JJ.) were of opinion that there was sufficient ground for admitting the evidence, inasmuch as it tended to shew a dangerous practice carried on in the defendant’s establishment. There is, of course, abundant authority in criminal cases for the admission of evidence of previous occurrences for the purpose of negating the idea that what happened in the case under consideration was the result of accident, and not of design. In civil cases the rule is similar. In any inquiry as to the origin of the ailment from which the plaintiff suffered it would be difficult, as a matter of common sense, to exclude the fact that other persons had suffered in the same manner after a similar experience of the defendant’s treatment. In a question as to the harmful character of the appliances of the defendant it is surely both rational and practical to look at other instances from which that character is to be ascertained. No one, however, will dispute the proposition of the court that a judge should always be careful in admitting evidence of this description.

#### Form of Bankruptcy Notice.

WE NOTICED recently (*ante*, p. 546), in commenting on the decision of the Court of Appeal in *Re A Judgment Debtor*, the necessity of using great care to avoid any technical error in the form of a bankruptcy notice. Under section 4 (1) (g) of the Bank-

ruptcy Act, 1893, the notice must require the debtor “to pay the judgment debt in accordance with the terms of the judgment.” In the case just referred to the judgment had been obtained by two persons in their trade name. The bankruptcy notice required payment to them in their individual names, and it was held that it was bad, notwithstanding that it otherwise sufficiently identified the individuals with the firm. Two other cases just decided by the Court of Appeal (reported elsewhere) emphasize the strictness with which bankruptcy notices are construed. In one of them the notice required payment of a total sum of £987 7s. 1d., arrived at by adding the judgment debt and interest together, and then deducting certain credits. The interest charged was £101 2s. 4d. This was in excess of the correct interest, which was only £99 16s. 10d. It was contended that the error vitiated the notice and that it ought to be set aside. The registrar disallowed the objection, but his decision has been reversed by the Court of Appeal. Section 143 of the Bankruptcy Act of 1883 provides that “no proceeding in bankruptcy shall be invalidated by any formal defect or by any irregularity, unless the court before which an objection is made to the proceeding is of opinion that substantial injustice has been caused by the defect or irregularity, and that the injustice cannot be remedied by any order of that court.” This provision (as a correspondent points out) would seem to be very appropriate to the case of a slight mistake in the calculation of interest which can be remedied without any injustice whatever to the debtor. But the Court of Appeal have held that the inclusion in the bankruptcy notice of a demand for a sum not actually due under the judgment, however small, cannot be treated as a formal defect. A different view was originally taken by a Divisional Court in *Re Bates* (4 Morrell 192), but since then there have been cases, reported and unreported, referred to in the judgment of the Master of the Rolls in the present case, in which the requirement of accuracy as to the sum demanded has been strictly insisted on, and the Court of Appeal have now adopted the same policy. In another case on the same day a bankruptcy notice was set aside because it was not framed to suit the form of the county court judgment on which it was founded. That required the debtor, in the ordinary form of such a judgment, to pay the judgment debt to the county court registrar, but the bankruptcy notice required him to pay it to the creditor. This was not “in accordance with the terms of the judgment,” and was bad. It may be doubted whether in any of these cases the strictness with which the bankruptcy notices have been construed is really necessary for the proper administration of the bankruptcy law.

#### Old Leases for 300 Years.

MORE THAN one case is to be found among the reports of leases granted in the reign of Queen Elizabeth for 300 years, thus (in the ordinary course of events) expiring by effluxion of time towards the latter end of the nineteenth century. Why the term of 300 years should have been selected in so many instances is somewhat of a mystery, but 300 years is also the minimum length of term for a lease which, under section 65 of the Conveyancing and Law of Property Act, 1881, can be enlarged into a fee simple. In many cases the person who has happened to be in possession at the date of expiration of the lease by effluxion of time has quietly held on for another twelve years, and so gained a statutory title under the Limitation Acts. Occasionally, when there has been no claim for rent by the representatives of the original lessor, and the person in possession when the term is drawing to an end seems likely to be able eventually to gain a title under the Limitation Acts, this chance of acquiring the fee simple has been rudely destroyed by the land being compulsorily taken under the Lands Clauses Consolidation Act, 1845. This happened in *Gedye v. Commissioners of Works* (1891, 2 Ch. 630). That case had to do with claims for compensation in respect of land taken for the site of the Royal Courts of Justice in the Strand, in 1865. A lease for 300 years had been granted in 1578 of a field extending from Clement’s-inn to Chancery-lane, at a rent of £5 a year. The particular house in question had been purchased by GEDYE in 1856, and he had never paid any rent, and nothing was known of the reversioner’s representatives. The value of GEDYE’S interest as leaseholder for a term expiring



in 1878 was paid to him, and the value of the freehold reversion, some £700, was paid into court, though GEDYS claimed it. Twelve years after 1878 the £700 was again claimed by GEDYS's representative or successor in title—no other claim by anyone having been put forward—on the ground that the money should be treated as the land, and that the statutory title under the Limitation Acts, which would have been acquired had the land remained land instead of being converted into money, should be recognized as having been gained by GEDYS or his successor. The Court of Appeal declined to take this view, and held that GEDYS was not entitled to the fund representing the freehold reversion, which was thus lost to him through the accident of the land being wanted for the Law Courts. Recently, another 300 years' lease has turned up, this time at Canterbury, and in this case the reversioners—the Corporation of Canterbury—came by, their own, and regained possession of their land: see *Corporation of Canterbury v. Cooper* (*Times*, 2nd July). Here the lease had been granted in 1599 by the corporation at a rent of 8d. a year. No rent had been paid until the year 1891, when the corporation awakened to their rights so far as to demand 2s. for three years' rent. This claim was resisted, and finally settled by the corporation agreeing to give the person then in possession a new lease for her life rent free. This lease, however, turned out to be technically invalid under the Municipal Corporations Act, 1882, and the corporation then took proceedings before the expiration of twelve years from 1899, the date of the lease expiring by effluxion of time, and recovered possession of the premises in the county court. An appeal by the defendant failed, and the Court of Appeal held that the corporation were entitled to recover possession.

#### Corroboration of an Accomplice.

WHEN THE Criminal Appeal Act was passing through Parliament its opponents argued that it would be sufficient to allow an appeal on questions of law only. The case of *R. v. Gerald Tate*, whose conviction was quashed on Friday in last week, furnishes a curious vindication of the wisdom of the promoters of the Act in resisting this suggestion. The facts of the case are unreportable owing to the nature of the crime, but the legal issues can be easily extracted. The principal witness was no doubt in law an accomplice of the prisoner, but the judge at the trial does not appear to have so regarded him, and he did not give to the jury the usual caution respecting the evidence of accomplices. In fact, he asked the jury, "Are you going to rely on the evidence of this witness or on the evidence of the prisoner? The question depends on which you will believe." Now it is clear that under the old law *R. v. Tate* could not have been brought under review, even if the judge had been willing to state a case for the Court for Crown Cases Reserved. The same legal issue in all essentials was actually raised in *R. v. Stubbs* (1855, D. & P. 555), where the court held that they could not interfere, on the ground that the rule that a jury should not convict on the unsupported evidence of an accomplice is a rule of practice only, and not a rule of law. The question raised in *Tate's* case was neither one of law, nor of fact, nor of mixed law and fact, but it was included within the wisely general words of the recent Act—"any other ground which appears to the court to be a sufficient ground of appeal." The Lord Chief Justice quoted with approval the following extract from the judgment of Mr. Justice CAYE in *Re Meunier* (1894, 2 Q. B. 415):—"It is not the law that a prisoner must necessarily be acquitted in the absence of corroboration of the evidence of his accomplice.

I know of no power to withdraw the case from the jury for want of such corroboration, and I know of no power to set aside a verdict of guilty on that ground." But the Lord Chief Justice proceeded to say that Mr. Justice CAYE's statement required to be supplemented by a proper direction to the jury in the usual form: i.e., that it was competent for them to find the prisoner guilty on the unsupported testimony of an accomplice, but that great caution should be exercised by them in such a case. The Lord Chief Justice added that the court would not have quashed the conviction in the case at bar, notwithstanding the defective direction of the judge, if they had thought that there was in fact any substantial corroboration of the evidence

of the accomplice; but that, in that case, they would have availed themselves of the proviso which enabled them to dismiss an appeal if they considered that no substantial miscarriage of justice had actually occurred.

#### Silence as Evidence of Guilt.

IN THE same case it was argued that the fact that the prisoner made no reply when he was charged with the crime was sufficient corroboration of the accomplice, and *R. v. Cramp* (14 Cox, 390) was cited. But the Lord Chief Justice, while allowing that "there are cases where non-denial may be strong corroboration," distinguished *R. v. Cramp* on the ground that it went much further than the case at bar. It may be added that the law on the subject is best laid down by the Court of Appeal in *Wiedemann v. Walpole* (1891, 2 Q. B. 534), and especially in the judgment of Lord Justice BOWEN, the gist of which is contained in the following passage:—"There must be some limitation placed upon the doctrine that silence when a charge is made amounts to evidence of an admission of the truth of the charge. The limitation is, I think, this: Silence is not evidence of an admission unless there are circumstances which render it more probable that a man would answer the charge made against him than that he would not."

#### The Liability of French Innkeepers.

THE LIABILITY of keepers of inns and hotels in France for the protection of the goods of a guest from theft appears to be substantially the same as the common law liability of English innkeepers. Under section 1,953 of the Code Civil they are responsible for the stealing or damage of the property of the traveller, whether the robbery was committed or the damage was caused by the domestics and officers of the establishment or by strangers going and coming within the inn. But the French law, as contained in sections 1,341 to 1,348 of the Code, requires, as a general rule, that a deposit of goods shall be proved by documentary evidence, and, although it allows an exception in the case of the goods of those who are guests in an inn, the sufficiency of the proof by oral evidence must depend upon the condition of the parties and the circumstances of the case. In a case recently tried before the First Chamber of the Tribunal of the Seine, the plaintiff, a wealthy American lady who had made many visits to France, had occupied with her children during three weeks a sitting room and three bedrooms in one of the principal hotels in the Place de l'Etoile, at Paris. One evening, after leaving the dinner table, she found that her jewel box had been opened and emptied. Some person, according to her statement, must have availed himself of her absence at dinner to carry off her jewels, which were of the value of 35,000 francs, together with 3,000 francs in bank notes. She accordingly brought her action to recover 38,000 francs as damages from the proprietor of the hotel. The defence was that the proof of the theft was insufficient, and that an enquiry by the police had obtained no affirmative evidence in corroboration of the testimony of the plaintiff. The court held that the proof of the larceny was insufficient, and dismissed the action, with costs. We can hardly think that an English jury would have taken the same view. The credibility of the plaintiff does not appear to have been attacked, and her account of the circumstances under which the jewellery was lost made it appear that theft was the more probable explanation of the loss.

#### Australian Commonwealth Constitution.

ACCORDING to a cablegram in the daily papers, the High Court of Australia, by a majority of three judges to two, has decided that an Excise Tariff Act passed by the Commonwealth Parliament is invalid on the four following grounds: (1) That the Act is outside the power of taxation conferred by the Constitution; (2) That it contravenes section 55 of the Constitution, by which a Taxation Act must not contain anything else; (3) That it interferes directly with matters reserved exclusively to the States by the Constitution; (4) That it discriminates between States. The defendants in the proceedings were manufacturers of agricultural implements. The Act referred to is evidently the "Excise Tariff, 1906," which imposes excise duties on certain agricultural imple-

ments, such as ploughs, harvesters, winnowers, &c. After imposing the duties, section 2 proceeds: "Provided that this Act shall not apply to goods manufactured by any person in any part of the Commonwealth under conditions as to remuneration of labour which" have been held "fair and reasonable" by certain public authorities. Section 55 of the Constitution, referred to above, enacts: "Laws imposing taxation shall deal only with the imposition of taxation, and any provision therein dealing with any other matter shall be of no effect." The inclusion of the wages provisions in the taxing Act is a technical difficulty that could be got over by passing another Act, but the other grounds on which the Act is held invalid are more serious, and it will apparently require an amendment of the Constitution to enable these provisions to become the subject of a valid statute. The cabled message adds, "no appeal is possible," so that the fact of two out of the five judges dissenting has not been deemed sufficient ground for the High Court to allow an appeal to the Privy Council under section 74 of the Constitution.

#### A "Latin Information."

IN an article in the Literary Supplement of the *Times*, reviewing the new work of Mr. GEORGE STUART ROBERTSON on Civil Proceedings by and against the Crown, the writer observes that many lawyers, if they were asked to explain the nature of a "Latin information," would be obliged to confess that they knew no more of the matter than of the law of Russia. Latin informations, or informations at law, are instituted on behalf of the Crown by the Attorney-General for the purpose of recovering money or other chattels, or to obtain redress for a private wrong by which the property of the Crown is affected, and are distinguished from English or equity informations, the object of which is to obtain an account or other equitable relief from public servants or other persons, though they have been from time to time used in the case of claims to foreshore and other lands. The information is called an English information just as a bill addressed to the Court of Chancery was sometimes called an "English bill" in order to distinguish it from the proceedings in suits within the ordinary jurisdiction of that court as a court of common law, which latter, though now in the English language, were anciently in the French or Norman tongue and afterwards in the Latin, whereas bills in Chancery were always—or, at least, from very early times—preferred in the English language. We understand that several hundreds of these "Latin informations" are annually filed in the Crown office. Our readers need not be reminded of 4 Geo. 2, c. 26, by which it was enacted that after 1733 all proceedings in any courts of justice in England should be in the English tongue and not in Latin or French.

#### Solicitor Baronets.

OUR SURMISE last week as to the number of solicitor baronets was incorrect. A correspondent reminds us that the Law List contains the names of two others besides Sir G. H. LEWIS and Sir R. W. PERKS—namely, Sir P. F. ROSE and Sir W. L. NAPIER, to whom our apologies are due.

### "Executors as Such."

THE vexed question whether an appointed fund passes to executors as such, and consequently whether estate duty on the fund is payable out of the fund itself or out of the residue, came again before the court for the tenth time in *Re Hadley* (reported elsewhere), and this time it fell to the lot of PARKER, J., to decide the question.

Up till then there had been four decisions in favour of the view that the fund did not pass to the executor as such and five decisions to the contrary, the judges being equally divided, three being for and three against. The first case *Re Treasure* (1900, 2 Ch. 648) was decided by KEENE, J., in favour of the former view on the ground that the executors do not take the appointed fund by virtue of their office, but because the donee of the power must be considered to have appointed the property to the executors as trustees. It was not, however, necessary to decide

the point in that case, and BUCKLEY, J., in a subsequent case said he was unable to follow the reasoning upon which the *dictum* was based. In *Re Maddock* (1901, 2 Ch. 372) KEENE, J., simply followed his own decision in *Re Treasure* without comment. Then came *Re Power* (1901, 2 Ch. 659) in which BYRNE, J., took the same view on somewhat different grounds. The judgment is a little difficult to summarize, but the learned judge seems to have decided the case on the ground that, prior to the passing of the Act 23 Vict. c. 15, the appointed fund was not subject to probate duty; that the effect of that Act was to make the appointed fund liable to probate duty, but not to cause that to pass to the executor as such which had not previously so passed; that estate duty was analogous to probate duty, and that there was no suggestion of any intention in the Finance Act to alter the incidence of duty in respect of appointed funds. In the next case, *Re Dodson* (1907, 1 Ch. 284), WARRINGTON, J., simply adopted the judgment of BYRNE, J., in *Re Power* without giving any reasons. It will be seen, therefore, that *Re Power* was practically the only reasoned decision in favour of the view that the fund did not pass to the executor as such.

On the other hand, in *Re Moore* (1901, 1 Ch. 691), and again in *Re Dixon* (1902, 1 Ch. 248, 257), BUCKLEY, J., held that an appointed fund did pass to the executor as such, on the ground that the executor's right is a right to recover, not as an appointee, but as executor, adversely to the appointees by virtue of his right as executor to avoid *pro tanto* the beneficial disposition of the property which the appointer in fact makes. In *Re Fearnside* (1903, 1 Ch. 250), and again in *Re Creed* (1905, W. N. 94), SWINFEN EADY, J., came to the same conclusion, holding that assets which a person rightly receives as executor are assets which pass to him as executor within the meaning of the Finance Act, 1894, s. 8 (3), even though not strictly speaking assets to which he is entitled *virtute officii*. In *Re Orlebar* (1908, 1 Ch. 136) NEVILLE, J., followed the decisions of BUCKLEY and SWINFEN EADY, JJ., and held that the duty was payable out of the general personal estate. He saw no reason to suppose that the Finance Act intended to keep alive for the purpose of estate duty the distinction between legal and equitable assets now for most purposes obsolete. He also pointed out, as SWINFEN EADY, J., had already done in *Re Fearnside*, that if you applied the restricted meaning to the words "as such," you got the result that, though the executor was accountable for the duty, he was not liable for it, because the appointed fund was not assets received by him as executor.

It will be seen, therefore, that, prior to the decision in *Re Hadley*, the weight of authority was in favour of the view that the appointed fund passed to the executor as such, and, therefore, that estate duty was payable out of the general personal estate. The reasoning of the decisions to this effect is not altogether convincing, though it may commend itself to common sense if you leave out of sight the probability that the Finance Act was not intended to alter the incidence of the duty. On the other hand, it may be said that it is equally improbable that the Act intended to keep alive for the purpose of estate duty the distinction between legal and equitable assets. But it would be idle to discuss probabilities. The result of a review of the authorities above referred to is that, though a majority of the cases support the view that the fund passes to the executor as such, the weight of reasoning seems to be in favour of an opposite conclusion.

In this state of things *Re Hadley* came before PARKER, J., on the 2nd of July, and he decided in favour of the view taken by BYRNE, J., in *Re Power*, and very much on the same lines. There are now, therefore, five cases each way, but there are now four judges against three in favour of the view taken by PARKER, J., and in our opinion the reasoning is in favour of that view. We are inclined, therefore, to think that *Re Hadley* concludes the matter, and we should be surprised if the judges of the Court of Appeal, when, if ever, the question comes before them, differed from the opinions of BYRNE and PARKER, JJ. The question, however, is one which the Legislature ought to deal with on broad principles of justice and expediency, and it ought not to be left to the Court of Appeal to decide on an antiquated distinction



between legal and equitable assets and a construction of the Finance Act which really involves the same distinction. In these days the payment of duty ought not to depend on the fine or indefinable distinction between executors as such and executors *virtute officii*.

## The Police Commission Report.

THE Report of the Royal Commission upon the duties of the Metropolitan Police is a document of the greatest interest and importance to the public and to all who are concerned in the administration of the law or the regulation of the streets. The Commission was appointed in May, 1906, "to inquire into and report upon the duties of the Metropolitan Police in dealing with cases of drunkenness, disorder, and solicitation in the streets, and the manner in which those duties are discharged, with powers to make recommendations thereon." An Act of Parliament was passed soon afterwards giving the Commissioners powers for enforcing the attendance of witnesses, examining them on oath, compelling the production of documents and so forth, vesting in the Commissioners the powers practically of the High Court. The names of the Commissioners are a guarantee of the thoroughness and impartiality of the Report.

The inquiry resolved itself in two general questions: (1) What are the duties of the police in dealing with cases coming within the three classes of offences referred to? (2) In what manner are those duties discharged by the police? A large number of witnesses were examined. The Commissioners as a rule examined the witnesses themselves, but allowed any person to be represented by solicitor or counsel where it was reasonable that he should be so represented; though such advocates were not invited to address the Commissioners, but usually were allowed only to examine or cross-examine on their clients' behalf. By a public announcement, which appeared in all the newspapers, persons with any information to give or complaints to make were invited to communicate with the secretary in order that arrangements might be made for them to appear before the Commission. It is rather remarkable that no public bodies, neither the London County Council nor the Council of any Metropolitan Borough, made any representations on the matters referred to the Commission. Three societies, however (to one of which reference will be made more fully later), did make representations.

In an introduction to the Report there is a mass of information as to the history and constitution of the Metropolitan Police. It appears that the total strength of the force is 17,743 men. The first part of the general Report gives an account of the duties of the police in dealing with cases of the offences in question. Some of these duties are imposed upon them as constables by the Common Law; others are imposed upon them by Statute; while others are imposed upon them by the regulations of the Chief Commissioner. With regard to drunkenness, it is provided by section (1) of the Licensing Act, 1902, that any person found drunk in any highway or public place who appears to be incapable of taking care of himself may be apprehended. This seems to be the least offence of this nature; several other Acts deal with drunkenness accompanied by aggravating circumstances. With regard to disorder, many Statutes contain provisions, some of these giving power to arrest without creating any offence. Thus section 7 of the Metropolitan Police Act, 1829, gives power "to apprehend all loose, idle, and disorderly persons" whom the constable shall have "just cause of suspecting of any evil designs." When a person is arrested under this section and brought before a magistrate, the only thing the magistrate can do is to bind him over to keep the peace. One of the most useful provisions is that contained in section 54 of the Metropolitan Police Act, 1839, to the effect that every person who shall use any insulting words or behaviour whereby a breach of the peace may be occasioned may be arrested by any constable within whose view the offence is committed. With regard to solicitation, there are several enactments dealing with offences by "common prostitutes." The difficulty of dealing with women under these provisions lies in the necessity of proving that a woman charged with solicitation is in fact

a common prostitute. This difficulty is in many cases evaded by charging a woman merely with insulting behaviour under section 54 of the Act of 1839, above referred to. It is also possible under that section to deal with solicitation of women by men, which is not expressly provided for by any Statute. Anyone who thinks of the subject must be impressed with the large amount of discretion which must be shown by any constable in dealing with these offences. It is almost impossible to define drunkenness. It is often a question of degree; as it also is whether a person under the influence of drink may fairly be said to be incapable of taking care of himself. The words of the Statutes constituting the offence are extremely vague. We find, therefore, in the Instruction Book (commonly called the "White Book"), a copy of which is supplied to every member of the force, that the necessity of the utmost discretion in exercising their powers with regard to street offences is strongly impressed upon every constable. It is pointed out by the Commissioners how much more difficult the exercise of proper discretion in regard to street offences is than in regard to indictable crimes.

The second part of the Report deals with the manner in which the police perform their duties. This is of course an extremely important part of the Report. The Commissioners seem to have afforded every opportunity of bringing matters of complaint before them to every person who gave any substantial reason why he should be heard. The Report says: "The more one reflects on the character and the extent of the constable's duties, and the conditions under which they have to be exercised, the more one feels that in order to make a man a really efficient constable a somewhat rare combination of mental and physical powers, which can only be found in a comparatively small percentage of the total male population of the country, is required. . . . The force acts by and through individual constables. . . . The position of a constable in the police force differs greatly from that of the private soldier or the artisan. A constable is as a rule placed alone, to perform his duty on one or more beats or patrols. . . . However difficult and novel may be the circumstances which confront him in the course of his ordinary duties, he has, unless the matter brooks delay, to decide instantly, and on his own responsibility, whether they call or not for his interference."

The Commissioners also point out that the policeman's business is a highly dangerous occupation; and the statistics show that about one-sixth of the force are injured annually in the execution of their duty. Among the many witnesses examined were a large number of the Metropolitan Police magistrates. We are glad to see that, as a rule, the relation between magistrates and police are all that can be desired, and that these learned gentlemen, who have such large opportunities of becoming acquainted with the police, have formed so high an opinion of their general good conduct and capacity. To our regret, however, we find that one of the magistrates seems to have a certain bias against the force, to assume too hastily that complaints of misconduct made by members of the public against constables are well founded, and to differ from every other magistrate in his relation to the Chief Commissioner. Among the societies which were represented before the Commission were a body calling themselves "The Police and Public Vigilance Society," which seems to exist for the purpose of calling public attention to excesses and irregularities on the part of the police. The secretary of this society made sweeping charges of perjury, insobriety, and general misconduct. The strong bias of this society and its secretary against the police is obvious to anyone reading the Report; and is so pronounced as to quite destroy the value of the testimony given by them. A very large number of cases were investigated, and it is remarkable in most of them how well the conduct of the police was able to stand the closest examination.

The third part of the Report consists of conclusions and recommendations. It is satisfactory after so full an investigation to find the Commissioners coming to this general conclusion: "We have no hesitation in coming to the conclusion that the Metropolitan Police Force, as a whole, discharge their duties in connection with the three classes of offences mentioned in our terms of reference with honesty, discretion and efficiency." It is pointed out that when a person is charged before a magistrate and

acquitted it by no means follows that there has been any kind of improper conduct on the part of the arresting constable. The magistrates are bound to give a prisoner the benefit of the doubt; and in dealing with trivial offences, where there is any serious conflict of evidence they are very free in giving this benefit, and really exercise quasi paternal powers. After investigating a great many cases, and expressly referring to three of them, the Commissioners report: "We believe that probably in nearly all the cases in which the magistrate dismisses a case, and in which an accusation of wrongful arrest is brought against the constable, if the matter were investigated, circumstances analogous to those disclosed in these three cases would be found to exist, and that the instances in which a constable arrests a person with malice prepense would be so rare and exceptional as not to afford any ground at all for a generalisation adverse to the integrity of the Metropolitan Police." They further say: "We think we may safely say that upon the whole the Metropolitan Police steer with remarkable skill for the middle line between fussy and over-zealous intervention, on the one hand, and timid or negligent inactivity on the other." As to charges of ill-treatment of prisoners and unnecessary violence in making arrests, the Commissioners say that it is quite possible that some constables may give unnecessary pain to prisoners; but it is pointed out that the business of a constable is a rough one, and that it is unreasonable to expect that at all times and under all circumstances policemen should measure with nicety the amount of force necessary to be used. As a rule, however, the Commissioners are satisfied that the police effect apprehensions with no unnecessary violence, and that the charges of cruelty brought against the force by the society above referred to and others were without foundation. With regard to drunkenness, the Commissioners point out that persons arrested by the police resent a charge of this offence very greatly as compared with a charge of disorderly conduct. This they put down partly to the improved tone of society as to intemperance, but chiefly to the fact that employers attach much more importance than formerly to their servants being sober. The statutory provisions in regard to drunkenness are reported to be adequate. No fault in general is found with the conduct of the police, but the difficulty of defining and detecting drunkenness is pointed out and certain recommendations are made. With regard to disorder, the police are said to habitually deal with the offences in an entirely proper manner.

Difficult as the duties of the police are in dealing with drunkenness, their duties in regard to solicitation by women are said to be still more difficult. The Commissioners report that they "exercise these powers with adequate zeal and activity, and at the same time with a remarkably high degree of intelligence, caution, and gentleness. . . . Aware of the serious consequences to an honest and chaste woman which may be caused by the mere fact of being put upon her trial for a disgraceful offence, they only arrest a woman after cautious observation with a view to ascertaining with as much certainty as possible, her true character." With regard to bribery by prostitutes, the Commissioners say that there is no ground for believing that there has existed, or now exists, any systematic bribery of this sort, and that isolated instances are very infrequent. With regard to bookmakers, it must be remembered that these persons have command, very often, of large sums of money and are able to tempt constables to an extent which in some cases must be irresistible. It is therefore not surprising to read in the Report that the force cannot as a whole be absolved altogether from the charge of receiving money from bookmakers. It is satisfactory, however, to be assured that there is no reason for believing that such bribery has been carried on according to any organised system. With regard to the sobriety of the police, the Report may almost be said to betray indignation on the part of the Commissioners at the reckless charges made by the society already referred to. They say that the Chief Commissioner is to be congratulated upon the sobriety of the force and on the fact that cases of any constable being drunk while on duty are extremely rare. As to the general truthfulness of constables, the Report is very emphatic in saying that the police are quite as trustworthy witnesses as those of any other class.

The Commissioners recommend, with regard to the method of inquiring into complaints by private persons against the police, that such enquiries should not be made by any officer of the division to which the accused constable belongs. They should be conducted by a special officer, acting directly under the Chief Commissioner, who should be duly qualified by a knowledge of the law and experience in legal proceedings. The complainant and accused should have a right to examine and cross-examine witnesses before this officer; and he should report to the Chief Commissioner his decision on the complaint. This is rather a novel suggestion, but we believe it would work well. It is to be noticed that such an inquiry would be no hindrance whatever to any complainant taking ordinary proceedings against a constable for any offence for which he might be criminally responsible.

With regard to the reports on particular cases investigated by the Commissioners, the conduct of the police is said to have been correct in the majority of the cases. In some there was misconduct or errors of judgment; but in so large a body of men there must be some black sheep. We only desire to refer to one of these cases, in view of the popular outcry it raised at the time. We refer to that of "Madame D'ANGELY." The Report says: "The case of EVA D'ANGELY turned out to be one of the most ordinary type. She was undoubtedly a foreign prostitute living under the protection of a *souteneur*, whom she falsely described in the police court as her husband." So much for the fierce indignation so recklessly expressed at the conduct of the police to this respectable married woman! In conclusion, we sum up the whole matter by quoting some of the last words of the general Report: "The Metropolitan Police Force is entitled to the confidence of all classes of the community." After that what more need be said?

## Reviews.

### Lord Halsbury's Laws of England.

THE LAWS OF ENGLAND: BEING A COMPLETE STATEMENT OF THE WHOLE LAW OF ENGLAND. By the Right Honourable the EARL OF HALSBURY, Lord High Chancellor of Great Britain 1885-86, 1886-92, and 1895-1905, and other Lawyers. VOLUME II.: BANKRUPTCY AND INSOLVENCY, BARRISTERS, BASTARDY, BILLS OF EXCHANGE. Butterworth & Co.

In reviewing the first volume of this work we pointed out that the scheme which its projectors had in view was to be carried into effect by dividing the whole domain of law into a moderate number of subjects, and by furnishing a full treatise on each. Consequently, each volume might be expected to contain only a small number of articles; but these would cover completely the particular subject. This scheme is conspicuously exemplified by the second volume, which contains only four heads, namely, "Bankruptcy and Insolvency," "Barristers," "Bastardy," and "Bills of Exchange, Promissory Notes, and Negotiable Instruments," and the result is that on these the practitioner is furnished with a full statement of the law, in which conciseness and the inclusion of all relevant statutes and authorities have been alike studied. As regards Bankruptcy and Bills of Exchange the law is of course to a large extent statutory, and in the appropriate sections in the text the provisions of the statutes are produced; not necessarily in the exact language of the statutes, but with sufficient fullness to exhibit fully their effect. The statement, for instance, of the provisions of section 55 of the Bankruptcy Act, 1883, with regard to disclaimer of leaseholds and other onerous property, shew a very close adherence to the language of the statute, and it would be difficult otherwise to give their effect. But the general scheme is to give the substance of the law rather than the language of particular statutes; and this was probably the most convenient course to adopt. The use of the work cannot exempt the practitioner from the necessity of consulting the statutes themselves, but he may rely on it to give him their full effect.

The text of the work is confined to the statement of the actual law, whether statutory or otherwise. The authorities are collected in the footnotes, and these will give the practitioner full guidance as to the latest decisions on the various points dealt with. The subject of fraudulent preference (p. 279), for instance, may be selected as an example of the manner in which a rule of law, based originally on the statute, is worked out by the help of the authorities, so as to exhibit clearly and accurately the actual state of the law; and another instance will be found in the statement (p. 32) of the circumstances under which there is such a notice of suspension of payment as to constitute an act of bankruptcy, a question which



practical difficulty. This article is the work of Mr. M. Muir Mackenzie, one of the Official Referees, and Mr. E. H. Tindal Atkinson, assisted by other gentlemen; Mr. H. C. A. Bingley, Secretary to the General Council of the Bar, and Mr. J. R. V. Marchant have contributed the article on "Barristers"; that on "Bastardy" is by Sir Albert de Rutzen, Chief Magistrate of the Metropolis, and Mr. A. W. Baker Welford; and that on "Bills of Exchange," by Mr. Kenneth E. Chalmers, has been revised by Sir M. D. Chalmers; the part on Stamp Duties being by Mr. F. Washington Kingdon, of the Inland Revenue Department. It may be noticed that in regard to bills payable to a fictitious person (Bills of Exchange Act, 1882, s. 7 (3)), a reference has been introduced to *North and South Wales Bank v. Macbeth*, the latest case on the subject. The volume is supplied with a full table of statutes and table of cases, and there is a copious index. Moreover, numerous sub-headings, with cross-references, indicate where subjects alphabetically falling in the present volume, but treated under other heads, are to be found. All this apparatus increases the labour of the editors and the publishers, but is of great value to practitioners.

### Books of the Week.

An Analysis of Williams on the Law of Real Property, for the Use of Students. By A. M. WILSHIRE, LL.B., Barrister-at-Law. Sweet & Maxwell (Limited).

A Practical Handbook on the Land Laws of New Zealand. By T. F. MARTIN, Barrister. Whitcombe & Tombs (Limited).

The Law of Joint Stock Companies under the Companies Acts, 1862-1907, with Hints for Forming a Company. By JAMES WALTER SMITH, Esq., LL.D., Barrister-at-Law. Eppingham Wilson.

The Humane Review, July, 1908. Ernest Bell.

## Correspondence.

### Bankruptcy Notices.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I think that the decisions of the Court of Appeal reported in the *Times* of the 4th inst. on the form of a bankruptcy notice are reducing section 143 of the Act of 1883 to a dead letter.

In one case a receiving order has been set aside because out of an amount of £984 7s. 1d., £1 5s. 6d. was in reality in excess of what was actually due, and in another case because a bankruptcy notice founded on a county court judgment required the debtor to pay the amount of the judgment to the creditor rather than to the registrar of the county court, to whom by the form of the judgment the debt ought to have been paid.

Section 143 says that no proceeding in bankruptcy shall be invalidated by any formal defect or by any irregularity unless the court before which an objection is made to the proceeding is of opinion that substantial injustice has been caused by the defect or irregularity and that the injustice cannot be remedied by an order of the court.

I should have thought that in the first case the short answer to the objection would have been, pay £984 7s. 1d. less £1 5s. 6d., and in the second case pay the registrar or pay the amount into court. It really seems now that we are getting back to the days before the Common Law Procedure Act when the state of the record was more important than the rights of the parties. I wish the mantle of Bowen, L.J., could descend upon the present members of the Court of Appeal when they are deciding bankruptcy cases.

52, Coleman-street, London, E.C., July 6. E. T. HARGRAVES.

[See observations under "Current Topics."—Ed. S.J.]

## CASES OF THE WEEK.

### House of Lords.

**KYDD v. LIVERPOOL WATCH COMMITTEE.** 18th May; 2nd July.

POLICE—PENSION—APPEAL TO QUARTER SESSIONS—SPECIAL CASE FOR HIGH COURT—ENACTMENT THAT ORDER OF QUARTER SESSIONS SHALL BE FINAL—POLICE ACT, 1890 (53 & 54 VICT. c. 45), s. 11.

The court has no jurisdiction to entertain a special case stated by quarter sessions on the appeal to them with regard to a police constable's pension under section 11 of the Police Act, 1890, since by the provision of that section the order of quarter sessions is final.

Decision of Court of Appeal (51 SOLICITORS' JOURNAL, 590; 1907, 2 K.B. 591) reversed.

Westminster City Council v. Gordon Hotels (1907, 1 K.B. 910) followed.

Appeal by the appellant to quarter sessions from a decision of the

Court of Appeal in favour of the Watch Committee. The appellant, who had obtained leave to appeal in *formd pauperis*, was a police sergeant in the Liverpool police force, and on his retirement he claimed a pension of two-thirds of £147 7s. 10d. per annum as of right under section 11 of the Police Act, 1890. His claim was disallowed by the Watch Committee, and he appealed to quarter sessions. The appeal came on before the Recorder of Liverpool (now Pickford, J.), who gave judgment in his favour, but on the application of the Watch Committee stated a case for the opinion of the High Court. When the special case came on for hearing before the Divisional Court (Lord Alverstone, C.J., and Darling and Phillimore, JJ.) a preliminary objection was taken on behalf of the constable that the decision of quarter sessions in such a question as this was final, and that the court had no jurisdiction to review the same or to entertain the special case. The court took that view, and dismissed the appeal of the Watch Committee on that ground. The Court of Appeal reversed that decision, and remitted the case for hearing to the Divisional Court. The constable appealed to their Lordships' bar.

THE HOUSE HAVING TAKEN TIME,

LORD LORNBURN, C., read a judgment in which he said that in his opinion the section intended to make, and did make, the decision of the court of quarter sessions final. Therefore there was no jurisdiction to entertain an appeal by way of special case. Accordingly he moved that this appeal should be allowed, with costs.

The Earl of HALSBURY and Lords ASHBURN and ROBERTSON concurred, and the appeal was therefore allowed, with costs.—COUNSEL, Danckwerts, K.C., and Leslie Scott; Avory, K.C., and Rigby Swift. SOLICITORS, Pritchard, Englefield, & Co., for Brighouse, Ryland, & Co., Liverpool; Venn & Co., for Pickmere, Town Clerk, Liverpool.

[Reported by EREKINE REID, Barrister-at-Law.]

## Court of Appeal.

**POULTON v. ADJUSTABLE COVER AND BOILER BLOCK CO.**

No. 1, 3rd July.

PATENT—INFRINGEMENT—JUDGMENT FOR INJUNCTION AND INQUIRY AS TO DAMAGES—SUBSEQUENT REVOCATION OF PATENT—RIGHT TO DAMAGES.

The plaintiff brought an action for infringement of a patent, and obtained judgment for an injunction and an inquiry as to damages. During the inquiry the defendants petitioned for revocation of the patent upon the ground of prior user, of which they were ignorant at the date of the trial, and upon that petition the patent was revoked. The inquiry as to damages having proceeded,

Held, that the defendants were estopped from denying the validity of the patent at the time of the judgment, and that the plaintiff was therefore entitled to damages.

Appeal by the defendants from the judgment of Parker, J. The plaintiff brought an action against the defendants for infringement of certain letters patent, and the defendants set up as a defence that the patent was invalid on the ground of prior user. This defence failed, and, the infringement being admitted, the plaintiff obtained an injunction and an inquiry as to damages. Subsequently, the defendants discovered other instances of prior user of which they had been ignorant at the date of the trial, and they presented a petition for revocation of the letters patent. Upon that petition the letters patent were revoked. Upon the inquiry as to damages the master made a certificate to the effect that, as the letters patent had been revoked, the plaintiff had sustained no damage, but that if the plaintiff was entitled to damages, they amounted to £110. Parker, J., held that the defendants were estopped from denying the validity of the letters patent at the date of the trial, and that therefore the plaintiff was entitled to the damages assessed by the master notwithstanding the subsequent revocation of the letters patent. The defendants appealed.

THE COURT (VAUGHAN WILLIAMS, FLETCHER MOULTON, and BUCKLEY, L.J.J.) dismissed the appeal, upon the ground that the judgment in the action for infringement of the patent estopped the defendants in the action from denying the validity of the patent at the date of the trial, that question being *res judicata*, and the subsequent order for revocation of the patent did not do away with that.—COUNSEL, Bousfield, K.C., and Sebastian; A. J. Walter, K.C., and J. H. Gray. SOLICITORS, John Bartlett; Soames, Edwards, & Jones.

[Reported by W. F. BARRY, Barrister-at-Law.]

**LORD CHESTERFIELD v. HARRIS.** No. 2, 27th June.

FISHERY—PRESCRIPTION—PROFIT A PRENDRE—FISHERY—FREEHOLDERS OF MANOR—RIGHT TO TAKE FISH FOR SALE.

The law of England does not allow a right to fish without stint and for gain in *aleno solo* to pass as appurtenant to land, and it is not possible to find a legal origin for such a right.

This was an appeal from a decision of Neville, J. The action was brought by the Earl of Chesterfield and Mrs. Foster, claiming a declaration that the defendants were not entitled to fish in any portion of the River Wye belonging to either of the plaintiffs, and an injunction to restrain the defendants from trespassing on the lands of the plaintiffs and from fishing and carrying away fish from the said portion of the river. It appeared that the Earl of Chesterfield is tenant for life in possession of lands abutting on the River Wye, and his co-plaintiff is tenant in fee simple in possession of lands also abutting on the River

Wye. The lands of the two plaintiffs are situate opposite to each other for a distance of about seven miles, from a place called Blackwall Ditch to a place called Strangford, or Gorse Acre Gate, in the county of Hereford, and the plaintiffs claimed that they are entitled between them to the whole bed of the portion of the River Wye between their lands, and that the portion of the river in question is non-tidal and a private stream, and that the plaintiffs are the only persons entitled to fish therein. They alleged that the defendants, although repeatedly forbidden to do so, persisted in fishing in the said portion of the river in question, and had on numerous occasions caught and carried away large quantities of salmon and other fish. The defendants, who were fishermen and freeholders of the hundred or manor of Wormelow, alleged that the whole of the bed of the portion of the River Wye in question was within the limits of, and formed part of, the hundred or manor of Wormelow; that they as such freeholders were entitled to enjoy as of right and without interruption free fishery or common of fishery in the said portion of the River Wye, to whomsoever belonging; that the alleged fishing rights of the plaintiffs were respectively subject to the aforesaid free fishery or common of fishery vested in the freeholders of the said hundred or manor of Wormelow, which had been for not less than 700 years and was still vested in the lord of the manor of Wormelow; and that by the custom of the said manor they and all others the freeholders thereof whose freeholds were situate in any of the parishes or townships adjoining the River Wye had been from time immemorial and were still entitled to use and enjoy the said free fishery or common of fishery; and they counterclaimed for a declaration that they were respectively entitled to fish in any portion of the River Wye belonging to the plaintiffs, and an injunction to restrain the plaintiffs from interfering with them in the exercise of their said right of free fishery or common of fishery in the said portion of the River Wye belonging to the plaintiffs. Neville, J., held that the right claimed by the defendants was legally capable of proof, and that, this being so, it was amply established by the evidence. He therefore dismissed the action with costs. The plaintiffs appealed.

THE COURT (COZENS-HARDY, M.R., and BUCKLEY and KENNEDY, L.J.J.) allowed the appeal.

COZENS-HARDY, M.R., said it was desirable, and, indeed, almost necessary with a view to the defendants' case, to ascertain if possible in whom the bed of the river is vested. It was clear that there is a presumption that where a river divides two properties the true line of division is the middle of the stream, although there may be no reference to the mid-stream and no plan to support the presumption. On the other hand, it is clear that this is only a presumption, which may be rebutted by the contents of the title deeds or by the surrounding circumstances at the date of the conveyances of one or both of the properties. In the present case the title deeds of the plaintiffs give no assistance; the plaintiffs substantially rely upon the presumption. The defendants seek to rebut the presumption by shewing that this reach of the river was within the manor or hundred of Wormelow, the left bank of the river being its boundary; and they argue that it is absurd to suppose that the lord when he granted land on the right bank to Lord Chesterfield's predecessors would have granted one moiety of the river with that land, thus retaining the other moiety without any means of access; and that it is equally absurd to suppose that he granted the left moiety of the stream to Mrs. Foster's predecessors in title, in whose land he had no interest; and they argue that the only reasonable inference is that the lord retained the whole bed. This contention on the part of the defendants cannot be supported. The legal presumption of ownership must prevail. And it is not established that any part of the bed of the river in the reach in question is or was vested in the lord of the manor of Wormelow. It remains to consider the nature and extent of the right claimed by the defendants. [After considering the evidence in support of the defendant's claim, his lordship continued:] A careful perusal of the documents, and of the evidence of witnesses at the trial, satisfies me that the alleged right has been exercised openly, notoriously, and continually, sometimes by freeholders alone, sometimes with the assistance of men who were not freeholders, and has been so exercised not for purposes of sport, but for commercial purposes. Large quantities of salmon and other fish have been regularly sold at Hereford, Birmingham, and other places. I do not forget that fishing has sometimes been carried on by men who were only inhabitants and not freeholders, but I do not attach importance to this circumstance. The claim, therefore, is for a right to fish without stint and for gain as appurtenant to every free tenement in the five parishes; and the question is whether such a right can lawfully exist. It is argued that a grant ought to be presumed not to all the freehold tenants together, but a separate grant to each tenant with a right to fish without stint in common with all other tenants. In the first place, such a right can scarcely be presumed, unless it was a grant, first by the lord of the manor of Wormelow; second, to tenants of the manor; third, conferring a profit *à prendre* out of the demesne or waste of the manor. But I think that the freeholders in Ballingham, which is one of the five parishes, never were tenants of the manor of Wormelow; and, further, that the bed of the river never was part of the demesne or waste of the manor. In the second place, assuming this difficulty to be got over, I think our law does not allow such a profit *à prendre*. It is claimed not as a right in gross, but as a profit *à prendre* in a *que* estate, or in other words as appurtenant to land. Apart from authorities, the very idea of a *que* estate seems to involve some relation between the needs of the estate or its owner and the extent of the profit *à prendre*. A right in an indefinite number of people to take a profit *à prendre* without stint and for sale must tend to the entire destruction of the property. A prescription to be

good must be reasonable in its nature and certain (see Comyn's Digest, Prescription E, 3 and 4); and such a prescription would be wholly unreasonable. Our attention was called to many old authorities upon this branch of the law. I do not propose to discuss them in detail, for I think two more modern authorities suffice to establish the principles by which we are bound. In *Clayton v. Corby* (5 Q. B. 415) it was held that a right to dig and carry away from a close so much clay as was at any time required for making bricks at the brick-kiln and at all times of the year could not be claimed by prescription as appurtenant to the brick-kiln, and was unreasonable and bad. In *Bailey v. Stephens* (12 C. B. N. S. 91) a claim of a prescriptive right in the owners of close A to enter close B and to cut down and carry away and convert to their own use all the trees and wood growing and being thereon was held void. It was sought to distinguish the present case from all former cases on the ground that a common of piscary or a right of fishing differs from all other rights, such as turbary, estovers, and pasture. But there is no foundation in principle for this distinction; and there are many *dicta* which treat common of piscary as governed by the same rules as other profits *à prendre*. I am therefore driven to the conclusion that the law of England does not allow such an unlimited commercial right of fishing in *alieno solo* to pass as appurtenant to land, and that it is not possible to find a legal origin for the right. The result is that the appeal must be allowed, and judgment entered for the plaintiffs substantially in the form claimed in the prayer, but limited to the particular parishes in which the plaintiffs' title has been proved. The defendants must pay the costs of the action and of the appeal.

BUCKLEY and KENNEDY, L.J.J., concurred.—COUNSEL, *Upjohn*, K.C., *T. G. Methold*, and *H. S. Moore*; *Levett*, K.C., *Micklem*, K.C., and *J. G. Wood*. SOLICITORS, *Taylor, Son, & Humbert*, for *Gwynne James & Son*, Hereford; *Meredith, Roberts & Mills*, for *E. L. Wallis*, Hereford.

[Reported by J. I. STIRLING, Barrister-at-Law.]

## High Court—Chancery Division.

*Re* HADLEY. Parker, J. 2nd July.

ESTATE DUTY—GENERAL POWER OF APPOINTMENT BY WILL—EXERCISE OF POWER—PROPERTY PASSING TO EXECUTOR AS SUCH.

*Property appointed under a general power of appointment by will does not pass to the executor "as such" within the meaning of the Finance Act, 1894, s. 9, sub-section 1, and consequently estate duty is in the absence of any direction to the contrary payable out of the appointed fund, and not out of residue.*

Originating summons. Miss Alice Hadley, who died in July, 1906, had a general power of appointment by will over a fund of £20,000. By her will, after appointing executors and trustees, she appointed the fund upon certain trusts therein declared, and she gave all her real and personal property to her trustees upon trust for sale, and out of the proceeds of such sale to pay all her funeral and testamentary expenses and debts, and to divide the residue as therein mentioned. The residue was insufficient to pay the funeral and testamentary expenses. This summons was taken out by the executors for the determination of the question whether the estate duty on the £20,000 ought to be borne by the appointed fund or by the residue.

PARKER, J., said: In my opinion, if the Legislature uses in an Act of Parliament an expression which at the date of the passing of the Act has a well-defined technical meaning, there is a strong presumption that the expression as used in the Act is intended to bear the same technical meaning, though this presumption may, of course, be rebutted by intrinsic evidence to the contrary. By the Finance Act, 1894, the estate duty is charged rateably on all the various properties on which it is leviable with the exception of property which passes to the executor as such. If, on the assumption that these words bear the technical meaning which they would have borne before the Act, a good reason can be suggested for this exception, the probability of their being intended to bear this meaning is greatly increased. In my opinion, such a reason can be suggested. Estate duty takes the place of probate duty in respect of all property which was subject to probate duty before the Act. The incidence of probate duty was well settled on property which passed to the executor as such. It was payable as an executorship expense, and borne entirely by the residuary personal estate. On property appointed in exercise of a general power it was, on the other hand, payable out of the appointed fund. But for the exception in section 9 (1) of the Finance Act, 1894, the incidence of the new duty would have been different from the incidence of the probate duty. In my opinion, the object of the exception was to prevent this result. If, however, the meaning of the expression "as such" be extended so as to include property appointed in exercise of a general power the incidence of the estate duty will be different from the incidence of the probate duty which it supersedes. It is impossible to suggest any reason why the Legislature, while intending to make the incidence of estate duty the same as the incidence of probate duty as to one class of property, should intend to make it different as to another class of property passing to the executor. The very object of the exception, therefore, points to the conclusion that the expression "passing to executor as such" was intended to be used in its technical signification. It is contended, however, that other parts of the Act shew a contrary intention, such contention being based mainly upon the words used in section 8 (3). In that section the expression "assets which he has received as executor" refers to



the character in which the assets are received, and not to the way in which the executor's title to receive them has arisen. It seems to me that in each of the sections the Legislature adopts the technical expression which will most appropriately secure the object in view, and that there is no real difficulty in construing either expression as having its technical meaning, even though the words "as executor" in one section and "as such" in the other section may not denote, or connote precisely the same idea. For these reasons I follow the cases of *Re Treasure* (1900, 2 Ch. 648), *Re Maddock* (1901, 2 Ch. 372), *Re Power* (1901, 2 Ch. 659), and *Re Dodson* (51 SOLICITORS' JOURNAL, 230; 1907, 1 Ch. 284), rather than the cases of *Re Moore* (1901, 1 Ch. 691), *Re Dixon* (1902, 1 Ch. 248), *Re Fearnside* (1903, 1 Ch. 250), and *Re Orlebar* (1908, 1 Ch. 136). The next question is whether the estate duty payable in respect of property appointed in exercise of a general power is a testamentary expense within the meaning of the directions contained in the will of the appointor for the payment of her testamentary expenses out of her residuary estate. On this point it seems to me that the decisions are all one way, and that I am not at liberty to disregard them. I hold, therefore, that the duty in question is by virtue of this direction payable out of residue.—COUNSEL, *Sheldon, Crossman, Tomlin, Lushmoore, Solicitors, Burton, Yeates, & Co., for Johnson & Co., Birmingham; Hadley & Dain; Sharpe, Pritchard, & Co., for Porter, Amphlett, & Jones, Conway.*

[Reported by S. M. WILLIAMS, Barrister-at-Law.]

## Bankruptcy Cases.

**Re A DEBTOR. Ex parte THE PETITIONING CREDITOR.**  
C.A. No. 2. 3rd July.

**BANKRUPTCY—BANKRUPTCY NOTICE FOUNDED ON COUNTY COURT JUDGMENT—ACCORDANCE WITH THE TERMS OF THE JUDGMENT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), 7. 4, SUB-SECTION (1) (a); COUNTY COURT ACT, 1888, s. 105—BANKRUPTCY RULES, 1886-1890, r. 136, FORM No. 6.**

Where a creditor has obtained judgment in a county court which requires the debtor to pay the amount recovered to the Registrar of the court, any bankruptcy notice based upon such judgment must require the debtor to pay the judgment debt to the registrar of the county court, and not to the judgment creditor; otherwise the bankruptcy notice will be held bad, as not in accordance with the terms of the judgment.

Appeal from the dismissal of a petition on the ground that there was no act of bankruptcy, the bankruptcy notice not being in accordance with the terms of the judgment. The petitioning creditor had recovered judgment against the debtor in the Brompton County Court for £95 6s. 2d. By section 105 of the County Courts Act, 1883, all sums over £20 recovered in the county courts are required to be paid into court, and the form of judgment (Form 151) is so framed as to carry out this statutory requirement, and is as follows: "It is this day adjudged that the plaintiff do recover £ against the defendant. And it is ordered that the defendant do pay the same to the registrar of the court on the day of 19 . . . ." The petitioning creditor, having a judgment in the above form, served a bankruptcy notice upon the debtor, requiring payment to himself, and, on the debtor's failure of comply therewith, he presented a petition. Upon the hearing of the petition the debtor did not dispute the debt or the act of bankruptcy, but the registrar took the point that the bankruptcy notice was not in accordance with the terms of the judgment, because it required the debtor to pay the amount of the judgment to the petitioning creditor instead of to the registrar of the county court. He therefore dismissed the petition. The petitioning creditor appealed. Counsel for the appellant contended that the form of judgment in the county court was severable into two parts, the first part, "It is this day adjudged that the plaintiff do recover £ against the defendant," being the real judgment; and the latter part, ordering payment to the registrar, being an order on which a bankruptcy notice could not be founded. A notice requiring payment to the plaintiff was therefore in accordance with the terms of judgment. Further, if the bankruptcy notice is to require payment to the registrar of the court, difficulties are sure to arise, because a bankruptcy notice calls upon the debtor either to pay the debt, or to secure or compound for the debt to the satisfaction of the creditor, and it has been held that a bankruptcy notice must always give an address where the debtor can find the creditor, and pay, secure, or compound for the debt to the creditor's satisfaction. It is clear that he cannot secure or compound for the debt at the registrar's office. Counsel for the debtor was not called upon.

COZENS-HARDY, M.R.—I think that this is a very plain case, and that the decision of the registrar was right. The Bankruptcy Act, 1883, s. 4, sub-section 1 (g), requires a bankruptcy notice to be in accordance with the terms of the judgment on which it is based. In this case the judgment was one for over £20 obtained in the county court, and by section 105 of the County Courts Act, 1883, all moneys recoverable under such judgments shall be paid into court. Consequently, the form in which such judgments are drawn up contains a term ordering payment of the amount due to the registrar of the Court. In the present case the bankruptcy notice calls upon the debtor to pay the petitioning creditor personally. That is not in accordance with the terms of the judgment, and when that has been said, all that is necessary has been said. There is no reason why the

address of the creditor should not be given, and I think it ought to be given. I see no difficulty in altering Form No. 6 to suit the circumstances. Rule 136 directs that a bankruptcy notice shall be in Form No. 6, "with such variations as circumstances may require." It can easily be modified by substituting "You must pay to the registrar of the County Court at Brompton" for "You must pay to C. D., of X," and if the address of the creditor be given, either on the front or the back of the notice, it seems to me that then all the requirements of the Act will have been complied with.

FARWELL and KENNEDY, L.J.J., concurred. Appeal dismissed.—COUNSEL, *Hansell; Tindale Davis, Solicitors, Tippetts; Poole & Robinson.*

[Reported by F. M. FRANKS, Barrister-at-Law.]

**Re A DEBTOR. Ex parte THE DEBTOR. C.A. No. 2. 3rd July.**

**BANKRUPTCY—BANKRUPTCY NOTICE—ERROR IN AMOUNT DEMANDED—ACCORDANCE WITH THE TERMS OF THE JUDGMENT—AMENDMENT OF BANKRUPTCY NOTICE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 4, SUB-SECTION (1) (a); s. 143.**

A bankruptcy notice which demands payment of any sum which is not due under the judgment upon which it is based is bad, and cannot be amended.

*Re Bates, Ex parte Lindsey* (35 W. R. 668; 4 Morr. 192) overruled.

Appeal from a receiving order on the ground that the bankruptcy notice being bad, no act of bankruptcy had been committed. An action had been brought by a limited company against the debtor and others, and judgment had been given against the debtor. Upon this judgment the company issued a bankruptcy notice demanding payment of £984 7s. 1d., balance of amount due on the judgment, and interest. In the margin of the bankruptcy notice particulars of the sum demanded were given as follows:

Debt	...	...	£1,430 14 0
Interest	...	...	101 2 4
			1,531 17 3
Credit	...	...	545 8 1
			986 9 1
Further credit	...	...	2 2 0
Balance	...	...	£984 7 1

In the item of £101 2s. 4d. charged for interest there was admitted to be an error of £1 15s. 6d. overcharged to the debtor. The debtor failed to comply with the requirements of the notice, and a bankruptcy petition was thereupon presented against him. Upon the hearing of the petition, counsel for the debtor objected that the bankruptcy notice was not in accordance with the terms of the judgment, as it claimed £1 15s. 6d. which was not due from the debtor. The registrar overruled the objection, holding, firstly, that the error was a very small one, and that the maxim *de minimis non curat lex* was applicable; secondly, that the defect was merely a formal one, and could be amended under the powers given to the Court by section 143 of the Bankruptcy Act, 1883; and the decision of *Re Bates, Ex parte Lindsey* (35 W. R. 668, 4 Morr. 192). The debtor appealed, and counsel on his behalf contended that the defect was not a formal one, and could not be amended, because the bankruptcy notice called upon the debtor to pay a sum which was not due from him at all. He referred to the cases of *Re Low, Ex parte Argentine Gold Fields* (39 W. R. 181; 1891, 1 Q. B. 147), and *Re O. C. S.* (1904, 2 K. B. 101), showing that a bankruptcy notice founded upon two judgments is bad and cannot be amended, and argued that, where a sum is claimed which is not due at all, it is *a fortiori* a defect which cannot be amended. The registrar had followed the case of *Re Bates, Ex parte Lindsey*, where amendment had been allowed of an error in the amount demanded, but that case had never been followed, and in *Re Miller* (10 Morr. 183) a Court of equal jurisdiction had evidently desired to avoid following that decision. In *Re Johnson* (25 Ch. D.) (referred to by Kennedy, L.J.) amendment was allowed, but there, although the sum demanded was incorrect, the particulars annexed showed the correct sum. In two unreported cases, one in the Court of Appeal in 1905 and the other in the Divisional Court in 1906, bankruptcy notices demanding respectively the sums of £2 15s. and £2 more than was due had been held bad and incapable of amendment. Counsel for the creditors contended that there was merely a slight mistake in the calculation of the interest due which ought to be amended, and relied on *Re Bates, Ex parte Lindsey* and upon *Re Wenham, Ex parte Battens* (1900 2 Q. B. 698).

COZENS-HARDY, M.R.—This appeal, though concerning a very small amount, undoubtedly raises a point of importance. The petitioning creditors obtained judgment against the debtor for £1,530 14s. 2d., of which certain sums were allowed as a set-off. Upon that judgment they issued a bankruptcy notice, which was served upon the debtor, requiring him to pay the balance due under the judgment, and inserted figures in the margin of the notice making out the balance to amount to £984 7s. 1d. Now, the amount which they claimed was not due, because there was a mistake in the calculation of the interest. I care not what the exact amount was—it was something between one and two pounds—but it was claimed in a bankruptcy notice which said to the debtor that if he did not pay the amount which was due under the judgment, and also a further sum which was not due at all, he would commit an act of bankruptcy. It has been urged upon

us that it was merely a formal defect, but upon careful consideration I cannot accept that contention. I cannot call it a formal defect to claim what never was due. It is not suggested that there was any wilful attempt to claim a sum which never was due; but, all the same, the defect is substantial and not formal. On consideration of the authorities the point seems really to have been decided for us. It is true that in 1887 a Divisional Court in *Re Bates, Ex parte Lindsey* allowed the amendment of an error in the amount claimed, but it should be noted that in that case the whole amount claimed was due, though execution had been stayed as to a part thereof. That case was discussed by another Divisional Court in 1893 in *Re Miller*, when Vaughan Williams, J., expressed the opinion that the judgment in *Re Bates* went very far. In 1904, in *Re O. C. S.*, the Court of Appeal laid down the importance of extreme strictness in dealing with bankruptcy notices, approving the decision in *Re Collier, Ex parte Rylands* (8 Morr. 80). In 1905 the Court of Appeal, in an unreported case, held a bankruptcy notice bad and refused leave to amend where a sum of £2 15s. was claimed which was not due under the judgment; and in 1906 a Divisional Court came to the same conclusion in a case where credit had not been given for a sum of £2. I think it is impossible to say that this is a mere formal defect, and am of opinion that this appeal should be allowed.

FARWELL, L.J.—I am of opinion that the words of section 4, subsection 1 (g) of the Bankruptcy Act, 1883, must be most strictly followed. It is true that section 143 gives power to amend formal defects, but I do not think that it is a mere formal defect to include in a bankruptcy notice a sum which is not due, and which the debtor cannot on the face of the bankruptcy notice see not to be due. The case of *Re Johnson* was different, because there the particulars given in the notice showed what was the correct sum due, but in the particulars given in the present notice there is nothing to show that. I desire to adopt the judgment of Bigham, J., in the unreported case in the Divisional Court in 1906, where he expressed his dissent from *Re Bates, Ex parte Lindsey*, and said that he felt great difficulty in following that case, as he could not see how the court could treat a demand for a sum in excess of the amount really due as a mere formal defect.

KENNEDY, L.J.—I think this bankruptcy notice is bad, alike upon the authorities and upon principle. The only argument in its favour is that a mere misstatement of amount is a formal defect, or an irregularity, which can be amended. I do not think that such a misstatement is a formal defect, and it certainly is not an irregularity. Appeal allowed.—COUNSEL, *Hansell & Whinney*. SOLICITORS, *Wild & Co.; Stephenson, Harwood, & Co.*

[Reported by P. M. FRANKS, Barrister-at-Law.]

*Re COMAR. Ex parte RONALD.* C.A. No. 2. 3rd July.

BANKRUPTCY—PROOF—GAMING DEBT—NEW CONSIDERATION.

In October, 1899, the bankrupt, an outside broker, lost a bet to a member of the Stock Exchange, and gave a bill for the amount due in March, 1900. The bankrupt was unable to meet the bill at maturity, and feared that if his position became known some large accounts which he had open on the Stock Exchange would be closed. He confided his fears to his creditor, and asked for his forbearance, in consideration for which he accepted a new bill at two months, dated the 17th of March, 1900. He failed to meet the new bill, and the creditor recovered judgment upon it, but took no further steps until the debtor became bankrupt, when he presented a proof against the estate.

Held, that the debt was a gaming debt and not provable, for there was no evidence of any fresh consideration to take the second bill out of the operation of the Gaming Acts. To constitute such consideration there must be evidence of threats on the part of the creditor to do some lawful act. The mere fact that the debtor fears the consequences of not paying the debt is insufficient.

Appeal against the rejection of a proof. The creditor was a member of the Stock Exchange, the bankrupt was an outside broker, and they were friends of some years' standing. In October, 1899, the bankrupt lost a bet to the creditor on the Cambridgeshire, and gave the creditor a bill for the amount which fell due in March, 1900. At that date the bankrupt had large accounts open in the Stock Exchange, and if it had become known that he had failed to meet the bill due to the creditor his accounts would have been closed. When the bill became due the bankrupt went to see the creditor, and pointed out the difficulties he would be in unless the creditor would shew him some forbearance, and in consideration of such forbearance offered to give a fresh bill for £105 2s. 7d., dated the 17th of March, 1900, and payable at two months' date, which including the day of grace, made the due date the 20th of May, 1900. The bill was not met at the due date, and on the 21st of May, 1900, the creditor issued a writ for the amount, and received judgment thereon, but took no steps to enforce his judgment. In 1905 the debtor was made a bankrupt, and the creditor presented a proof against the estate for the amount due on the bill. The trustee rejected the proof, and his decision was upheld by the registrar, who held that there was no new consideration for the bill of the 17th of March, 1900, so as to take it out of the operation of the Gaming Acts. There had been no threats of any kind by the creditor, and the mere renewal of a bill which was void *ab initio* did not impart any new consideration which would make the bill good. The creditor appealed. Counsel for the creditor contended that the transaction amounted to more than a mere renewal of the bill. Both creditor and debtor were in the same line of business, and the creditor well knew what the consequences to the debtor would be if it became known that he was unable to meet the bill in March, 1900. The

debtor came to the creditor, told him of his fears, and begged for his forbearance, and in consideration thereof offered to give a fresh bill. From expression of the debtor's fears the court might draw an inference of implied threats by the creditor, and of the creditor's forbearance to carry out such threats in consideration of a fresh bill being given. That would be a new consideration which would take the bill out of the operation of the Gaming Acts. They cited *Re Brown, Ex parte Martingell* (1904, 2 K. B. 133), *Chapman v. Franklin* (21 T. L. R. 575), *Goodson v. Baker* (24 T. L. R. 338), *Hyams v. Stewart King* (52 SOLICITORS' JOURNAL, 551), and *Goodson v. Grierson* (52 SOLICITORS' JOURNAL, 599). [COZENS-HARDY, M.R., pointed out that, the debtor being an outside broker, was not in the position of a member of a club from which he could be expelled for not paying his gaming debts. It was not enough to say that he feared being posted as a defaulter. There must be evidence of threats by the creditor.] Counsel for the trustee was not called upon.

COZENS-HARDY, M.R.—After consideration of all the cases, especially of *Hyams v. Stewart King*, I have no doubt that the decision of the registrar was right. I rely particularly upon the following passage from the judgment of Barnes, P., in *Hyams v. Stewart King*, where, in dealing with *Goodson v. Baker* (24 T. L. R. 338), he said: "I notice that, on the evidence as reported, there was nothing to shew anything more than an agreement not to sue for a time. There may have been a fear on the part of the defendant that if he did not pay he might have been declared a defaulter, but I find no evidence of any agreement between the parties that the plaintiff would not declare the defendant a defaulter, and unless there was such an agreement there would be no consideration to support the alleged promise, and the decision could not be supported." In the present case there were no allegations of any threat to post the bankrupt or to take any other proceedings against him, or that the bill was given in consideration of the creditor's forbearance to execute any threats. I do not believe that the creditor ever threatened or intended to threaten the bankrupt, and I consider that the registrar was quite right in holding that mere evidence that the bankrupt feared the consequences of not meeting the original bill was not enough to take the case out of the scope of the Gaming Acts.

FARWELL, L.J.—The gist of the consideration which it is necessary to prove in this case is forbearance by the creditor to do some lawful act. That implies a threat by the creditor to take such a proceeding, and here there is no evidence of any threat, consequently nothing is proved which will take this transaction out of the scope of the Gaming Acts.

KENNEDY, L.J.—My present view is that mere fear of evil consequences is an altogether insufficient basis for the recognition of a transaction of this nature on the ground of new consideration. The mere fact that the giver of the bill fears the consequences of not meeting it is quite insufficient. There must be some consideration given by the receiver of the bill, and in the present case there is no evidence of any such consideration. Appeal dismissed.—COUNSEL, *E. M. Pollock, K.C., and Stuart Bevan; Hansell*. SOLICITORS, *Upton & Co.; Tarry, Sherlock, & King*.

[Reported by P. M. FRANKS, Barrister-at-Law.]

## Societies.

### The Law Society.

We continue from p. 625 our extracts from the report of the Council: *Land Transfer Acts*.—The Scottish Commission, appointed in May, 1906, to consider the question of registration of title in Scotland, has held several sittings during the year. Evidence was given at the instance of the Council by Mr. Cherry and Mr. Cyprian Williams, members of the Conveyancing Bar, and Mr. C. M. Barker, a member of the Council, and also by Mr. C. F. J. Jennings, a member of the society, on behalf of the City of London, and Mr. J. S. Rubinstein, also a member of the society, all tending to show that the working of the Acts in England had been a failure, and that no advantage had accrued or was likely to accrue from registration. The Commissioners have not so far reported. Towards the end of 1907 the Council were informed that the London County Council were prepared to receive a deputation from the Council regarding the failure of the working of the Acts in London. A deputation attended accordingly, and, as the result of the representations then made, the London County Council requested the Lord Chancellor to direct an inquiry into the working of the Acts in London. The Lord Chancellor subsequently replied that he was prepared to direct an inquiry as requested, and that the inquiry would probably be by Royal Commission, and would take place in time to enable the Commission to make their report during the present year. No Commission has yet been appointed, and it is to be hoped that the evidence given in England before the Scottish Commission and their report will be published in time to be available for use by the English Commission.

*Lis Pendens Registers for the Counties Palatine of Lancaster and Durham*.—The Council have under their consideration an application from the Incorporated Law Societies of Liverpool and Manchester, suggesting that the business of the Lancaster and Durham registers should be transferred to the Land Registry, so that in future there need be only one search in respect of land. A report which has been prepared on the subject is included as part of the appendix. It shows that the Council concur with the societies referred to as to the desirability of



abolishing the registers, and that they consider that the forthcoming inquiry with regard to the working of the Land Transfer Acts might conveniently be made to include an inquiry as to the best means of carrying out their recommendation.

**Conveyancing Bills.**—The Council are glad to be able to record the fact that the Bill which they had been promoting to amend the Married Women's Property Act was passed into law during the last Session of Parliament. The Act includes, amongst others, a provision that a married woman may now, without her husband, dispose of, or join in disposing of, real or personal property held by her as a trustee or personal representative in like manner as if she were a *feme sole*. The Bills promoted by the Council to amend the Conveyancing Act and the Settled Land Acts did not last year reach a second reading, and they have again been introduced in the House of Commons, on this occasion by Mr. J. W. Hills, M.P., a member of the Council. Notwithstanding Mr. Hills' efforts, the Bills have not, so far, been proceeded with.

**Judicature (Rules Committee) Bill.**—This Bill, which provided that there should be two practising solicitors on the Rule Committee of the Supreme Court, again passed the House of Lords last year. It was, however, blocked in the House of Commons. The Lord Chancellor was asked by the Council to introduce the Bill again this year in the House of Lords. He replied that, although he felt unable to comply with this request, he would be pleased to take charge of the Bill if it were brought from the House of Commons. Thereupon the Attorney-General was requested to introduce the Bill in the Commons in its amended form. He did not comply with this request, owing, as he stated, to the congested state of business. Nothing therefore remained to the Council but to ask a private member to introduce the Bill in the Commons, and this has been by the kindness of Mr. Hills.

**County Courts Bill, 1908.**—This Bill is substantially the same as the Lord Chancellor's Bill of last year which had to be deferred for want of time. The Bill has again been taken charge of by the Lord Chancellor, and, in reply to representations by the Council, he expressed himself willing to consider favourably any amendment which may be proposed which would have the object of adding two solicitors to the Rule Committee, and of giving one solicitor power to appear for another in the county court. The Bill has been passed through Committee in the House of Lords without amendment. Upon the above-mentioned point, and also upon the other recommendations of the Council referred to in the last annual report, the Council hope that some useful action may be possible in the House of Commons.

**Solicitors Act, 1906.**—This Act enables the Council, as Registrar of Solicitors, to refuse to issue practising certificates to solicitors who are undischarged bankrupts. The Council have this year considered applications by 39 bankrupt solicitors for the renewal of their certificates. They have granted 22 of such applications, and have refused 17. Of those applicants whose certificates were refused by the Council, 9 appealed to the Master of the Rolls. On these appeals 9 orders were made directing the certificate to issue subject in each case to the applicant giving security in a prescribed form and for varying amounts. Such security has been provided by 8 of the applicants, and certificates have been issued accordingly.

**Patents and Designs Act, 1907.**—The general provisions of this Act met with the approval of the Council. During the passage of the Bill through the House of Commons, however, a clause was added to it by the President of the Board of Trade which provided that in any case where an appeal had previously lain from the Comptroller of the Patent Office to the law officers an appeal should in future lie to the High Court. The new clause further provided that the rules of the Supreme Court were to regulate the procedure on appeals from the Comptroller to the court, should provide for appeals being heard in chambers, and for allowing any person to appear and be heard on any such appeals who might have appeared and been heard on an appeal to the law officers. The practice under the Act of 1888 had been to allow an appearance before the law officer by any person who had appeared before the Comptroller, and as the Comptroller was bound to hear any person appearing before him who could show authority to act as agent for a party, the result was that no qualification beyond that of agency was required to entitle a person to appear before either the Comptroller or the law officers. As a result of the clause added to the Bill, therefore, any person on merely shewing that he was authorized to act as an agent for parties was to be entitled to a hearing before the judge in chambers. The Council felt that this provision if it passed into law would be a great injustice to solicitors, as it would deprive them of the exclusive right which they, with barristers and the parties themselves, now have of appearing before the judge in chambers. The Council, therefore (after making inquiries which went to show that the proposal to transfer the duties of the law officers to the judge in chambers was not generally desired), took steps to have the clause omitted from the Bill. They circulated all the Provincial Law Societies on the subject, and they wrote to and attended by deputation upon the President of the Board of Trade. They also communicated with the judges and many members of Parliament. The Council have to acknowledge the energetic response which was shown by the Provincial Law Societies to the representations made to them. They also have to acknowledge the support in the House of Commons of the barristers, and especially of Mr. Rawlinson, K.C., M.P., and, with one or two exceptions, of the solicitors there. The Council are glad to be able to record the fact that, consequent upon the energetic action which was taken on all sides, the President of the Board of Trade was finally persuaded to omit the clause objected to.

**Companies Act, 1907.**—It was stated in the annual report of last year that the Council had had this Bill under consideration, and had forwarded to the President of the Board of Trade and to solicitors and members of Parliament a print of their report upon it. The Bill had contained several matters of which the Council cordially approved, especially those giving power to a company in certain cases to reissue redeemed debentures, and the provision requiring companies established outside the United Kingdom to file with the Registrar copies of such documents relating to their incorporation as would place persons dealing with such companies in a position, to some extent, to judge of their financial stability. The Council also approved the proposal to draw a distinction between a private and a public company. Other provisions in the Bill, however, were considered by the Council to be of doubtful value, and steps were taken to have them omitted or amended. The Council are glad to record the fact that their suggestions received the careful consideration of the Board of Trade, and that in some instances, though not in so many as could have been wished, effect was given to their views.

**Limited Partnerships Act, 1907.**—This Act, which passed into law last year, provides that partners taking no active part in the management of business shall, if registered as limited partners under the Act, be limited in their liability to the amount of their capital in the firm. The Council approved of the principle of the Act, whether as applying to partnerships between solicitors or otherwise. During the present year a letter was received from the Comptroller of the Companies Department requesting the Council to furnish the Board with any observations which they might desire to offer on the subject of the registration of a limited partnership between solicitors. The matter was referred for consideration to the Parliamentary Committee, and the effect of their report, which was adopted by the Council, was that as there can be no objection to a solicitor limiting his status in his firm in the manner contemplated by the Act, there can be no objection to his being registered as a limited partner. The further opinion was expressed, however, that a person must, by holding himself out as a limited partner in a firm of solicitors, be taken to be either directly or indirectly acting or practising as a solicitor, so that, if registered, he renders himself liable, on omission to take out his practising certificate, to the penalties imposed by the Solicitors Act. In the circumstances the Council thought it advisable to request the registrar, before registering limited partnerships between solicitors, to intimate the Council's opinion to any interested parties, not only on a first application to register, but also on any subsequent application to register an assignment under section 6, sub-section 5, (b) of the Act.

**Conditions of Sale Offering Free Conveyances.**—The Council have, at the instance of the Associated Provincial Law Societies, had reason during the year to further consider the opinions which they had previously expressed on this subject. A copy of a report of the Scale Committee, adopted by the Council, is printed as an appendix to this report. It will be seen from such report that while the Council deprecate any condition of sale which abridges the right of a purchaser to employ his own solicitor, and consider wholly inadmissible any condition which obliges the purchaser to employ the vendor's solicitor, they see no objection in cases in which the lots are numerous or of small value, or where there are other special circumstances, to a condition offering the purchaser a free conveyance, or a conveyance free of expense except stamp duty, on his agreeing to accept the vendor's title without investigation, provided the purchaser is given a reasonable time after the signing of the contract within which to accept or refuse the offer. The Council are glad to be able to record the fact that during the year, members, who have in ignorance of the opinion of the Council on this subject, issued conditions of sale which might be said to conflict with such opinion, have on receiving representations, amended the conditions to accord with it.

**Record and Statistical Department.**—At the meeting of the Council held on June 21, 1907, it was resolved that it be referred to the Finance Committee to consider and report as to the best means of making the existing roll of solicitors a more accurate register, and as to the advisability of keeping a complete professional record of all solicitors, on the dates of their admission or earlier. It had long been felt that such professional information as from time to time comes to the society might be usefully tabulated so as to form a professional record in a form available for convenience reference. The committee confirmed this view, and they expressed the opinion that it was essential for the convenience of members that inquiries relating to solicitors should receive an immediate answer, and also that there should be a record of the members of every firm, inasmuch as that the styles of many firms frequently gave no information as to the individuals who composed them; some solicitors even practising under names of more than one firm. As a result of the committee's report, a record and statistical department has been established, and a certain amount of information has already, with the assistance of members, been tabulated. The Council trust that members of the society will cordially co-operate with them in their endeavour to make the new department successful.

**Criminal Appeal Act, 1907.**—At the suggestion of the Council a provision was included in the Act, to the effect that a solicitor nominated by the President of the Law Society should be included as one of the Rule Committee. Mr. Longmore, one of the extraordinary members of the Council, was nominated accordingly, and the rules which have been issued are framed, in part, upon suggestions made by him. Rule 28e provides that the clerks of assize are to prepare lists of solicitors who are willing to act for appellants, and that the clerks of assize may request the assistance of the President of the Law Society and of the

Provincial Law Societies in compiling the lists. The President having received several requests for assistance in this regard communicated with such clerks of the peace and clerks of the petty sessions as are members of the society, and as a result of information supplied by them, and of advertisements which he issued, has prepared lists and supplied copies of them to the various clerks of assize. The Council desire to express to the various members who have rendered assistance in the matter their thanks for the trouble which they have taken.

**Special Customs Relating to Land.**—In the month of November last Mr. Justice Parker delivered judgment in the case of *Johnston v. Clark and Another*, in which the plaintiff being at the date of her marriage entitled under her father's will to a life interest in certain lands of burgage tenure in Kendal, executed a deed of mortgage of her interest in the Kendal property to the defendant to secure an amount due to him. Both husband and wife were parties to the deed, the conveying party being the plaintiff, with her husband's concurrence. There was no separate examination of the plaintiff, and she, on this ground, sought to have the deed declared void. The defence to the action was that the land at Kendal being the subject of burgage tenure no separate examination was by ancient custom necessary. Mr. Justice Parker decided that the alleged ancient custom could not be upheld, being unreasonable as conflicting with the general principle of the common law. He, therefore, declared that the deed was void, and that it did not operate to pass any estate or interest of the plaintiff in the Kendal property. The attention of the Council was drawn to the judgment referred to and to the great inconvenience to solicitors and to holders of property caused by the fact that land is held by special customs, which, in many cases, it is difficult to ascertain and verify. It was suggested that it would be for the benefit of landowners in general that the special customs referred to should be abolished, and the Council were requested to institute an inquiry as to whether it would be possible to do away with the special customs referred to, with the result that the descent of all property should be regulated by the common law. The question is one of great difficulty, but feeling, as they do, that it is one of the utmost importance, the Council have caused an inquiry to be instituted. It has been undertaken by a special committee appointed for the purpose. The committee carrying on the inquiry have to acknowledge the assistance of Mr. G. E. Moser, of Kendal, a member of the society, whose paper read at the provincial meeting held at Manchester, in 1906, on the subject of land tenures evoked much general interest.

**Correction of Stamps; Penalties on Insufficiently Stamped Documents.**—Representations have been made to the Council that penalties on the stamping of insufficiently stamped documents should be waived in cases where the documents have been marked by the authorities before being stamped, and the mistake has been inadvertent. The Council have given the matter careful consideration and have communicated with the Inland Revenue authorities with regard to it. They have come to the conclusion that inasmuch as if any guarantee as to the correctness of a stamp were to be implied from the marking of it by a stamping official, it would result in grave delay to solicitors and other parties concerned, they do not feel called upon to make any representations to the authorities on the subject.

**Trusts Bill, 1907.**—This Bill purports to be a codification of the Law of Trusts. While the Council are in favour of the principle of the codification of the law they feel the importance of taking steps to provide that codification, if attempted, is complete and exhaustive. The Trusts Bill which has been introduced into the House of Commons has been under the consideration of the Council and has been referred to a special committee. The Bill has been referred by the House of Commons to a Select Committee, of which Mr. Hills is a member.

**Proceedings under the Solicitors Act.**—The nineteenth annual report of the Committee appointed under the Solicitors Act, 1888, will be found in the appendix. During the year covered by this report five solicitors were convicted of various criminal offences, and their names have, on the application of the society, been struck off the roll by order of the Divisional Court. Convictions under section 12 of the Solicitors Act, 1874, have been obtained against six unqualified persons; proceedings in other cases were either dismissed or withdrawn. Convictions under the same Act have been obtained against three solicitors for practising without being duly qualified. In addition to the certificates refused under the powers conferred by the Solicitors Act, 1906, the Council refused applications by four solicitors for orders for the renewal of their practising certificates under the Solicitors Act, 1888, s. 16, chiefly on the ground of bankruptcy or other impecuniosity. Three applications for restoration to the roll were granted by the Master of the Rolls. Proceedings in two cases are awaiting a hearing before the Divisional Court for the infringement of section 32 of 6 & 7 Vict. c. 73.

## Gloucestershire and Wiltshire Incorporated Law Society.

The annual general meeting of this society took place on Friday, 3rd July, at the Subscription Rooms, Nailsworth.

Those present included:—Mr. A. E. Smith (Nailsworth), president; Mr. J. P. Wilton Haines (Gloucester), vice-president and hon. treasurer; Messrs. W. G. Gurney, R. McLaren, J. B. Winterbottom (Cheltenham), Oliver H. New (Chipping Campden), R. Ellett, E. B. Haygarth, H. St. G. Rawlins, E. C. Sowell (Cirencester), H. J. Francillon (Dursley), Francis H. Bretherton, Frederick H. Bretherton, J. Bryan, Chas. Scott, H. M. Taynton, T. Hannam-Clark (Gloucester), G. H. Pavey-Smith (Nailsworth), E. Francis (Stow-on-

the-Wold), A. J. Morton Ball, A. H. G. Heelas, E. P. Little, R. H. Smith, J. Papage Norris, E. Northam Wittchell (Stroud), W. H. Kinneir (Swindon), and the hon. secretary, Mr. Herbert H. Scott.

Officers for the ensuing year were elected as follows:—President, Mr. J. P. Wilton Haines; vice-president, Mr. W. H. Mellersh; general committee: Messrs. A. J. Morton Ball, H. Bevir, H. J. Francillon, W. G. Gurney, W. H. Kinneir, R. McLaren, A. E. Smith, and A. E. Withy. Library Committee: Messrs. H. Bevir, Nigel D. Haines, A. S. Helps, H. L. Taynton, J. B. Winterbottom, and A. H. G. Heelas.

The following were elected members of the society:—Mr. J. R. Morton Ball (Stroud), Mr. A. S. F. Pruen (Cheltenham), Mr. H. H. de C. Vaughan (Berkeley), and Mr. C. C. Bradford (Swindon).

Sums amounting to £61 10s. were voted for charitable purposes, and a donation of £21 was granted to the Solicitors' Benevolent Association.

A vote of thanks to the retiring president and vice-president concluded the business of the meeting.

The members, after luncheon at the George Hotel, Nailsworth, drove over parts of the Cotswolds to Calcot Tithe Barn, Beverstone Castle, and Chavenage Manor House (the residence of Mr. G. Lowley-Williams, by whom they were received), returning over Minchinhampton Common to "The Hollies," Nailsworth, where they were hospitably entertained by Mr. and Mrs. A. E. Smith.

The society now has 139 members, solicitors practising in Gloucestershire and Wiltshire.

## Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 2nd inst., Mr. Pretor W. Chandler in the chair. The other directors present were Mr. S. J. Daw, Mr. F. W. Emery, Mr. T. H. Gardiner, Mr. R. H. Pencock, Mr. W. M. Woodhouse, and the secretary, Mr. E. E. Barron. A sum of £113 was voted in grants for the relief of London solicitors and their widows, and other general business was transacted.

## Solicitors' Benevolent Association.

The usual monthly meeting of the Board of Directors of this association was held at the Law Society's Hall, Chancery-lane, on the 8th inst., Mr. Walter Dowson in the chair; the other directors present being Sir George Lewis, Bart., Sir John Gray Hill (Liverpool), and Messrs. H. Baines (Oxford), W. C. Blandy (Reading), Thomas Dixon (Chelmsford), Robert Ellett (Cirencester), Hamilton Fulton (Salisbury), C. Goddard, J. R. B. Gregory, Samuel Harris (Leicester), C. G. May, R. S. Taylor, R. W. Tweedie, and J. T. Scott (secretary). A sum of £715 was distributed in grants of relief, one hundred and eighty new members were elected, and other general business was transacted.

## Law Students' Journal.

### The Law Society.

#### INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination, held on 17th and 18th June, 1908:

#### FIRST CLASS.

Aris, Arthur Benjamin  
Baldwin, Cuthbert Godfrey  
Hunnaybun, Kenneth  
Jacobson, William George  
Johnson, William Matthew  
King, John Skelton Clarke  
Lake, William Walton  
Leffman, Frank Emil  
Wright, Herbert Edwin

#### PASSED.

Aitchison, John Charles, B.A. (Camb.)  
Ashby, Ernest Arthur  
\*Baker, Dudley Molyneux  
\*Barlow, Arthur Ernest Leslie  
\*Bateman, James Dudley Percy

#### Gray

Bates, Norman Malcolm  
Billing, Herbert Samuel  
Blair-Allen, Frank  
Blake, Denis Henry  
Boulton, Arthur Wardle  
Bowhay, Eustace Gilbert  
\*Boxall, Frank Stuart  
Brighten, George Stanley  
Brittain, Arnold  
Bromley, John Harry  
Burr, Henry James  
\*Burrell, John Stamp Garthorne, B.A. (Oxon.)  
BurrIDGE, Arthur Frank

Chapman, Richard Herbert  
Clarke, Henry Pallister  
Clews, John Penrhyn  
Coleman, Walter William  
Colson, Alfred William Manners  
Corbett, Rowland George  
Crook, Algernon Harvey  
Cusse, Clement Archibald  
\*Davies, David Ewan Gibson  
Davies, Joseph Gordon  
Davies, William  
B.A. Daw, Stuart Broughall  
Dixon, John Harrison  
\*Doherty, Leo  
\*Doidge, Reginald Chamberlain  
\*Ellison, Thomas Frederick  
Englefield, William Alexander  
Devereux  
Entwistle, Frederick  
Evans, Augustus Spike  
\*Evans, Evan Frederick  
Flux, Reginald Lake  
Godlee, Stephen, B.A. (Camb.)  
Goldsmith, Henry Claude  
Gover, Henry  
Graham, Henry Salkeld  
Gray, George Donald  
Gregory, Reginald  
Green, Harry Stanley  
Griffiths, John Ernest  
Hadaway, Albert Victor Leopold  
Hall, John Foljambe



\*Harding, Arthur Herbert  
Harrison, D'Eaney William  
Hartley, Arthur Everett  
Hawkins, Villiers Frederick Caesar  
\*Heap, Edmund Theodore  
Henshall, Charles  
Howe, Benjamin Edward  
Hughes, William Edward  
Jackson, Albert  
James, Enoch Lewis  
Jones, David Thomas  
Jotcham, Arthur Herbert  
Kearney, Robert John  
\*Keshan, John Howard  
Kinsella, Leo Michael  
Knowles, William Doudney  
Le Brasseur, James Ashurst  
Leggatt, Clifford  
\*Lillington, William Harold  
Littler, Ernest  
\*Livesey, John William  
\*Llewellyn, Mostyn Clewes  
Lloyd, Edmund Commeline  
Lorgette, Abraham Isaac  
Mammatt, Edward Martin  
Marchant, Ernest William  
Marchant, Robert Percy  
Marshall, Roland  
Melville-Berghem, Charles Melville  
Milburn, Frederick Ashton  
Morgan-Richardson, Charles Lethbridge Ernest  
\*Nichols, Sidney Kenneth  
\*Norris-Elye, Leonard Towne Stern  
\*Oglethorpe, James Norwood

Number of candidates ... 195 Passed ... 128

\* These candidates have to satisfy the Examiners in Accounts and Book-keeping before receiving a certificate.

#### CANDIDATES FOR EXAMINATION IN ACCOUNTS AND BOOK-KEEPING ONLY.

Badshah, Cecil Pierson  
Baker, George Frederick  
Botterell, John Dumville, B.A. (Oxon.)  
Brown, Edward Frederick Montagu  
Dunstan, Thomas Frederic Gwatkin  
Warburton, B.A. (Oxon.)  
Jackson, Herbert Smith  
James, Gwilyn Christopher Bowring, B.A. (Oxon.)

Number of candidates ... 21 Passed ... 14

By order of the Council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, 3rd July, 1908.

#### FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination, held on 15th and 16th June, 1908:

Adderley, Harry Edward  
Addison, Archibald William Norman  
Adkin, Guy Tempest, B.A. (Oxon.)  
Alexander, Aubrey  
Alsop, Charles Frederick  
Anderson, Reginald  
Ashbridge, Lawrence  
Baker, Sidney  
Barber, Laurence Henry  
Barrett, Gilbert  
Bateson, Cecil William  
Beatie, Henry Musk  
Beer, Guy White  
Bevir, Harry Lawrence, B.A. (Oxon.)  
Bishop, Joseph Richard  
Blackwell, Herbert Montague  
Blackwood, John Kenneth  
Blyth, Harold James  
Box, Leonard Arthur  
Broadley, Robert Alexander Longman, B.A. (Oxon.)  
Buckle, George  
Budge, Henry Lionel Beauford, B.A. (Camb.)  
Carter, Arnold  
Carter, Isidore Onslow Goodricke  
Cartwright, Vincent Henry, B.A. (Oxon.)

Oglethorpe, James Stuart  
Oliver, Charles Frederick  
Oliver, Colin Morgan  
Oliver, Penry Raymond  
Owen, Henry Leftwyche Haddon  
Pembroke, John Gilbert  
\*Pennington, John  
\*Peters, Leslie Willis  
Plant, Harvey Forshaw  
Porter, Roderick Spicer Russell  
Powys, Atherton Richard Norman  
\*Price, Walter Hugh  
Reece, John Wynne Paynter  
Rhodes, John Wilfred  
Roberts, Douglas Rosser  
Robinson, Percy Douglas  
Saville, Albert  
Sawyer, George Frederick  
Sayer, John Hopwood  
Selfe, James Harold  
Sherwin, Charles Ernest  
\*Smith, Oswald Fryer  
Spencer, Charles Edward  
\*Stephens, Harold Eddic  
\*Sykes, Reginald  
Taylor, Albert Cecil  
Taylor, Charles Herbert  
Thornnton, William Clifford  
Threalfall, Herbert Edward  
Tyrer, William Henry  
Watney, Valentine Howell  
Weaver, Samuel James  
West, John Frederick  
\*Westwell, Absalom  
Wilson-Barkworth, Kenneth Arthur, B.A. (Camb.)  
Worden, Alan Fletcher

Edridge, Thomas Richard  
Edwards, Herbert Ivor Powell, B.A. (Oxon.)  
Emley, Maurice Woodman  
Evans, Cyril Henry Shenton  
Finn, David Adrian  
Fitch, Thomas Birch  
Fooks, Philip Edward Broadley, B.A. (Oxon.)  
Foote, Wilfred St. George  
Fowler, Eric Francis Tiernay  
Francis, Hugh Douglas Peregrine, B.A. (Oxon.)  
Frankland, Ernest  
Gard, Stephen Alfred  
Gee, Randolph Hatton, L.L.B. (Manchester)  
Gibson, Ernest Basil  
Glenister, Harold William  
Goldsworthy, Augustus William  
Graham, Allan James, B.A. (Oxon.)  
Graham, Evelyn Ronald Brodrick  
Gregory, Walter Stanley  
Grey, Harry Dixon  
Gwynne, Robert  
Harris, Montgomery Reader, B.A. (Oxon.)  
Harrison, Henry Edward Harrison, B.A. (Camb.)  
Harrison, Lenny Septimus  
Hatten, Geoffrey, B.A. (Camb.)  
Haydon, Robert Alexander, B.A. L.L.B. (Camb.)  
Heane, Richard Henry  
Heap, Harold Schofield  
Helmer, Roy Helmerow  
Hempson, Ernest John  
Heynes, Dudley Hugo  
Hobson, Francis William Eland, L.L.B. (Camb.)  
Hoffmann, Cecil Duncan, B.A. (Camb.)  
Hudleston, Harold Robert  
Hughes, Reginald Frank  
Hurley, Thomas Francis  
Hurrell, John Norman, B.A., L.L.B. (Camb.)  
Hutchinson, Anthony Christopher  
Campbell, B.A. (Camb.)  
Hutton, Arthur Miles  
Jackson, Arthur Harding  
Jackson, Harold Heywood, L.L.M. (Liverpool)  
James, Alexander Young  
James, Howell Ewart, B.A. (Wales)  
James, Sidney Frederick  
Johnson, Sydney Harcourt  
Johnson, William Fielder, B.A. (Oxon.)  
Hung Hing Kam  
Kelham, Herbert  
Kemp, Cecil Herbert  
Kent, Edward Ernest  
King, Cyril Lauder  
Kingsford, Gerald Montague  
Kirby, Ernest Seymour  
Knight, William Bernard  
Lake, Norman John  
Lambert, John Bernard Watson  
Lander, John Vernon, B.A., L.L.B. (Camb.)  
Lauriston, Alexander  
Layton, Bernard Cecil  
Leleu, John Newhill  
Lethbridge, George Charles  
Lickfold, Edward Percy  
Liversage, John Robert  
Lloyd, John George Frederick  
Longcroft, Charles Edward Beare  
Lowe, Charles Conyers  
Lunt, Arthur Gorbett  
Mager, Leonard, B.A., L.L.B. (Camb.)  
Marston, John Arthur, B.A. (Oxon.)  
Mathias-Thomas, Francis Edward Lloyd  
Maurice, Richard Maurice Bonner, B.A. (Oxon.)  
Miller, Arthur Hugh Liddell  
Miller, Ralph  
Mitchell, Harold Charles Barnes  
Moore, John William

Morris, Esau Glyn  
Moult, Frank Edwin  
Mountain, Bernard, B.A. (Camb.)  
Murray, Norman Ramsay, B.A. (Oxon.)  
Nabarro, Joseph Nunes, B.A. (London)  
Neville, Maurice Michael John  
Newton, Reginald Arthur  
Noble, Archibald Francis  
Nutt, Allan Vaughan  
O'Connor, Arthur Rupert  
Oliver, Roderic Magrath, B.A. (Oxon.)  
Ore, James  
Osborne, John  
Palmer, Charles Courtney  
Paris, Leonard Farmer  
Parker, Eustace  
Parker, George Leslie  
Peck, Kenneth  
Pepper, John William  
Perry, Isaac Geoffrey Batten, B.A. (Oxon.)  
Pickup, Thomas William  
Place, William Byron  
Platta, Walter Leslie  
Pope, Hugh Crichton  
Poultny, John Bernard  
Pritchard, Thomas Macdonald, B.A. (Oxon.)  
Purnell, Arthur Leopold  
Raley, William Henry George  
Ramsbotham, Harold John, B.A. (Oxon.)  
Reader, Harold Cyprian  
Rees, Rees Morgan  
Richards, John Eugene  
Richmond, Thomas Herbert  
Roberts, Bertram Soutelle  
Roberts, Thomas Frederick  
Robinson, George  
Robson, Sydney  
Rogers, Sydney  
Rose, Harry Cecil, B.A., L.L.B. (Camb.)  
Salisbury, John Thelwall, B.A. (Camb.)  
Sampson, Samuel John Marton, L.L.B. (Camb.)  
Sargent, Evelyn Fitzgerald  
Saxton, Clifford Soames, B.A. (Oxon.)  
Scoble, Thomas Leslie  
Shapley, Walter Thomas  
Sharp, Hubert Challen  
Shuckburgh, Robert Shirley, B.A. (Camb.)  
Simpson, John Cornelius  
Smith, Vivian Arthur  
Sprake, Percy Jeans  
Springthorpe, Gerald William  
Starkie, John Charles  
Starling, Martin William  
Stevens, Edward Robert  
Still, Francis Churchill  
Stirling, Hugh William  
Tasker, Geoffrey Nowill  
Taylor, Basil Charles Walton  
Taylor, John Norman, B.A., L.L.B. (Camb.)  
Taylor, Robert  
Thomas, Charles Gordon  
Thomas, Gwynne  
Thompson, Keith Sydney  
Thorpe, John William  
Tomkins, Frank Savill  
Tompon, George Edward  
Torr, John Leslie  
Tuff, Bertram  
Turner, Cyril  
Turner, Henry Eliot  
Turner, Stanley  
Vandamm, Algernon Douglas  
Wadsworth, James Harold  
Wall, Geoffrey Cresswell  
Wegg, Hugh Neville, B.A. (Camb.)  
Welch, James Reader  
Wells, John Duncan  
Whately, Claude, B.A. (Oxon.)  
Whitehorn, Leopold Shilson  
Williams, Archard Trevor  
Williams, David Harold  
Williams, Hugh Meyrick

Williams, John Griffith  
Wilson, Reginald Arthur  
Windle, Arthur John  
Number of candidates ... 337 Passed ... 214  
By order of the Council,  
E. W. WILLIAMSON, Secretary.  
Law Society's Hall, Chancery-lane, 3rd July, 1908.

## Legal News.

### Appointments.

Mr. W. DONALDSON RAWLINS, K.C., has, on the recommendation of the Lord Lieutenant, been placed in the Commission of the Peace for the County of London.

Mr. ARTHUR LEWIS, barrister-at-law, stipendiary of Pontypridd, has been appointed Chairman of Carmarthenshire Court of Quarter Sessions, in succession to Earl Cawdor.

Mr. EDWARD TURNER PACKARD, barrister-at-law (Attorney-General Sierra Leone), has been appointed a Puisne Judge of Southern Nigeria.

Mr. W. F. TROTTER, M.A., LL.M., barrister-at-law, has been appointed Professor of Law in the University of Sheffield. Mr. Trotter has previously held the appointment of Senior Lecturer in Law in the university.

### Changes in Partnerships.

#### Dissolutions.

CLEMENT STONE-WIGG, JOHN RUSSELL THOMSON ROBERTSON, and WILLIAM HENRY BRIGHTMAN, solicitors (King, Wigg, & Co.), 11, Queen Victoria-street, London. June 30. So far as regards the said Clement Stone-Wigg, who retires from the firm. The said business from this date will be carried on by the said John Russell Thomson Robertson and William Henry Brightman, at the same address, under the style of King, Wigg, Robertson, & Brightman.

JOSEPH ATKINSON PHILIPSON and JOHN CHARLES TURNBULL solicitors (Joseph A. Philipson & Turnbull), Newcastle-upon-Tyne June 30. The said Joseph Atkinson Philipson will continue the said business at 89, Pilgrim-street, Newcastle-upon-Tyne, under the style or firm of Joseph A. Philipson & Co. [Gazette, July 3.]

#### General.

The Masters of the Bench of the Middle Temple will be at home to the members and their friends on Wednesday, July 29th, from 4.30 to 7 o'clock. Admission will be by cards to be obtained at the Treasury not later than July 22nd.

Mr. Justice Bigham, in opening the assizes at Newcastle, says the *Evening Standard*, created a record. He delivered charges to both city and county grand juries in the aggregate time of about fifteen seconds, the cases being few and formal.

On Monday new law courts were opened at Hull. They adjoin the Town Hall, and provide, on the ground floor, accommodation for the County Court, the Police Court, and the Sessions Court. The building forms part of a scheme for the reconstruction of the municipal offices, which is being carried out at a total cost of £115,000. The building is surmounted at one end by a group of statuary representing Progress on her car.

The death of Sir E. T. Bewley, formerly Judicial Commissioner of the Irish Land Commission, recalls, says a writer in the *Daily Telegraph*, an ancient jest at the expense of him and his colleagues. Bewley was exceedingly deaf, the second Commissioner was none too patient, and the third was frequently engaged in restoring his health in foreign parts. Their characteristics were summed up as follows: "One can't hear, one won't hear, and one isn't here."

Mr. Robert Wallace, K.C., presiding over the Compensation Authority appointed under the Licensing Act of 1904, at the Newington Sessions on Tuesday, says the *Daily Mail*, announced with regard to several licenses that they would be renewed, solely on the ground that had they been refused compensation varying from £7,000 to £9,000 in each case would have had to be paid. "We have not the money. We cannot put it plainer than that," said Mr. Wallace.

A testimonial was presented to Sir Ralph Littler, C.B., K.C., on Tuesday, at the Middlesex Guildhall in recognition of his services to the county of Middlesex during the twenty-one years he has been chairman of the County Council and Quarter Sessions. The Earl of Jersey presided, and made the presentation on behalf of the joint committee of the Quarter Sessions and the County Council. The appeal for the testimonial was a public one, but the presentation was made in private. It is understood that the amount handed over to Sir Ralph was £1,300.

Friday, July 3rd, being the Grand day of Trinity term at Gray's Inn, the Treasurer (Mr. H. E. Duke, K.C.) and the Masters of the Bench entertained at dinner the following guests:—The Hon. Mr. Justice Warrington, the Right Hon. Sir Edward Carson, K.C., M.P., the Right

Hon. Sir Arthur Wilson, K.C.I.E., Sir George Armytage, Bart., Sir William Anson, Bart., M.P., Sir Edwin Durning-Lawrence, Bart., Sir Lewis Dibdin, K.T., his Honour Judge Francis Bacon, the Treasurer of the Hon. Society of the Inner Temple (Mr. J. S. Dugdale, K.C.), the President of the Royal College of Physicians (Sir R. Douglas Powell, Bart., K.C.V.O.), Mr. Ruyard Kipling, Mr. Boydell Houghton. The Benchers present, in addition to the Treasurer, were:—Mr. Henry Griffith, Sir Arthur Collins, K.C., Mr. James Sheil, Mr. Arthur Beetham, Mr. John Rose, his Honour Judge Mulligan, K.C., Mr. C. A. Russell, K.C., Mr. Edward Dicey, C.B., Mr. Barnard, K.C., Mr. Edward Clayton, Mr. Pochin, Mr. Arthur Gill, Mr. J. R. Atkin, K.C., Mr. W. P. Byrne, C.B., with the Preacher, the Rev. R. J. Fletcher.

A *nolle prosequi* is not, says a writer in the *Daily Telegraph*, very often heard of nowadays. From the point of view of an accused person it is not an entirely satisfactory ending of a criminal case, inasmuch as it leaves him open to be re-indicted. He cannot plead *autrefois acquit*, as can the individual who has had a verdict of not guilty pronounced in his favour. In the words of Holt, C.J., "he who gets off upon a *nolle prosequi* does not at all get off on the merits of the case." But the possibility of a fresh indictment being put forward after the entering of a *nolle prosequi* is not great. The only valid reason for placing the defendant in jeopardy again would be the discovery of fresh evidence of a convincing kind. Accordingly the news imparted by the document in which the *nolle prosequi* is enshrined is sufficiently gratifying to the individual in the dock. He is informed that before our lord the King, at the Royal Courts of Justice, London, there came as well the coroner and attorney of our said lord the King, as the said accused person, by his solicitor; and that, as a result of the said meeting, the said coroner and attorney says that he will not further prosecute the said accused person upon the indictment aforesaid.

In the House of Commons on Tuesday, Mr. Younger asked the Prime Minister whether his attention had been called to an example of a long lease of on-licensed premises granted by an educational institution with the sanction of the Board of Charity Commissioners; whether he was aware that under this lease, granted in 1897 for ninety-nine years, the lessee would remain liable for the remainder of the term of the lease to pay a rental of £600 a year, agreed to because the premises possessed a licence, although the licence would, under the provisions of the Licensing Bill, be terminated at the end of fourteen years; whether, if a regnant of the licence were obtained at the end of the time limit, monopoly value would have to be paid for the licence, despite that the lessee was already paying the full rental value of the premises as licensed premises under the lease; and, if so, whether he proposed to make any provision in the Licensing Bill to meet cases of this kind. Mr. Asquith said: My attention has been drawn to the lease in question. No doubt at the end of the time limit monopoly value will have to be paid for the regnant of the licence of the licensed premises which are included with certain other trade premises in the lease; but I am by no means satisfied that any special hardship will actually arise. A person who ten years ago took a lease which included licensed premises for a long term, such as ninety-nine years, obviously ought to have taken, and in all probability did take, into consideration the possibility of changes being made during that time by further legislation in the conditions affecting the renewal of the licence.

In returning thanks for the toast of "The Lord Chancellor," proposed by Lord Halsbury, at the recent dinner of the Hardwicke Society, Lord Loreburn said he owed something to the society, but still more to the Bar of England. He believed there was no more generous profession in the world than the English Bar. When he had seen others appointed to this or that preferment there had been nothing but pleasure expressed among his brethren, and when he himself was advanced to a place to which others had as high a claim, he received nothing but kindness and generosity on every hand. Some little encouragement was required when they aspired to the office which he had the honour to fill. It needed patience and a tranquil temper, and indifference to the censure and criticism of others. It also required indifference to the prophecies of others and to the announcement of his intentions. It was in the highest degree gratifying that so many people should take an interest in the way in which he proposed to shape his own destiny and in his immediate intentions as regarded his official career. In discharging his duties to the best of his capacity he had been greatly encouraged by his brethren at the Bar, and he had also been assisted and encouraged in his arduous task by the rare good fortune of having as personal friends every one of those with whom he sat in the Cabinet, without whose help it would have been impossible to discharge his duties. It was not a man's own exertions, not his own capacity; it was the encouragement and assistance of those around him and of those who sympathised with him that enabled him to discharge his public duties.

The Bill to amend the law relating to release on bail, which has been introduced by Mr. Gladstone, proposes to provide that—(1) A justice on issuing a warrant for the arrest of any person charged with any offence, whether punishable on summary conviction or on indictment, may, if he thinks fit, by endorsement on the warrant, direct that the person charged may on arrest be released until the hearing of the charge on his entering into such a recognisance, with or without sureties, as may be specified in the endorsement, and the endorsement shall fix the amounts in which the principal and sureties (if any) are to be bound; (2) where such an endorsement is made, the officer in charge of the police-station within the jurisdiction of the justice issuing the warrant to which on arrest the person charged is brought shall discharge him upon his



entering into a recognisance, with or without sureties approved by that officer, in accordance with the endorsement, conditioned for his appearance before the Court and at the time and place named in the recognisance; (3) an endorsement under this section shall be in such form as may be prescribed by rules under the Summary Jurisdiction Act, 1879. 2. The power of a superintendent, inspector, or other officer of police under section 38 of the Summary Jurisdiction Act, 1879, to discharge a prisoner taken into custody for an offence without a warrant upon his entering into a recognisance, may be exercised notwithstanding that it will be practicable to bring him before a Court of summary jurisdiction within twenty-four hours after he is so taken into custody. 3. For removing doubts it is hereby declared that where an order is made for the release of any person on his entering into a recognisance with sureties the recognisances of the sureties may be taken either before or after the recognisances of the principal, and if so taken the recognisances of the principal and sureties shall be as binding as if they had been taken at the same time. 4. (1) This Act may be cited as the Bail Act, 1908; (2) this Act shall not extend to Scotland or Ireland.

THE LONDON GUARANTEE AND ACCIDENT CO. (LIMITED) have found it necessary to remove from 61, Moorgate-street, London, E.C., and on and after the 4th of July, 1908, their address will be Orient House, New Broad-street.

## The Property Mart.

### Forthcoming Auction Sales.

July 13.—Messrs. PARKER, ELLIS, & Co., at the Mart, at 2: Freehold Ground Rents see advertisement, page iii., June 27.  
 July 14.—Messrs. DEBENHAM, TEWSON, & Co., at the Mart, at 2: Freehold Residential and Sporting Estate (see advertisement, page iii., May 30) and Freehold Corner Building Site (see advertisement, back page, July 4).  
 July 14.—Messrs. FOSTER, at the Mart, at 12 for 1: Leasehold Residence (see advertisement, page iv., this week).  
 July 14.—Messrs. ELLIS, CORR, & Co., at the Assembly Rooms, High-street, Putney: Residences, &c. (see advertisement, page iv., this week).  
 July 14-15.—Messrs. MIVART & Co., with Messrs. HOWELL, SON, & BONNIN, at the Mart, at 2: Freehold and Leasehold Investments (see advertisement, page iii., July 4).  
 July 15.—Messrs. THURGOOD & MARTIN, at the Mart, at 2: Freehold Business Premises (see advertisement, page iv., this week).  
 July 15.—Mr. JOSEPH SPOWEN, at the Mart, at 2: Shops and Commercial Premises (see advertisement, back page, June 29).  
 July 15.—Messrs. ROGERS, CHAPMAN, & THOMAS, at the Mart, at 2: Leasehold Residence (see advertisement, back page, July 4).  
 July 16.—Messrs. H. E. FOSTER & CRAWFIELD, at the Mart, at 2: Absolute Reversions, Tithe Rent-Charge, and Debentures (see advertisement, back page, this week).  
 July 16.—Messrs. ORRICK, at the Mart, at 2: Freehold Houses (see advertisement, page iv., this week).  
 July 17.—Messrs. RAYMOND & EASON, at the Mart, at 2: Freehold Shop Property (see advertisement, back page, July 4).  
 July 20.—Mr. WM. Houghton, at the Mart, at 2: Freehold Residential and Building Estates and Freehold Properties (see advertisement, back page, July 4th).  
 July 21.—Messrs. DEBENHAM, TEWSON, & Co., at the Mart, at 2: Freehold and Copyhold Residential Estate (see advertisement, page iii., June 27th).  
 July 21.—Messrs. BRADLEY, WOOD, & Co., at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, June 30).  
 July 22.—Messrs. EDWIN FOX & BOWFIELD, at the Mart, at 2: Sound Freehold Investment (see advertisement, back page, July 4).  
 July 23.—Mr. CHAS. MURKETT, at the Mart, at 1: Absolute Reversion of half Trust Fund of about £50,000 (see advertisement, page iv., this week).  
 July 31.—Messrs. COEN, at the Britannia Hotel, Sheerness: Freehold Properties and Ground Rents (see advertisement, back page, July 4).  
 July 30.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Perpetual Rent Charges (see advertisement, page iii., this week).  
 July 21.—Messrs. HAMPTON & SON, at the Mart: Freehold Site for High-class Shops (see advertisement, back page, this week).  
 July 28.—Messrs. HAMPTON & SON, at the Mart: Important Freehold Shop (see advertisement, back page, this week).

## Winding-up Notices.

London Gazette—FRIDAY, July 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AFRICAN MERCHANTS, LIMITED—Petition for winding-up, presented July 2, directed to be heard July 14. Worthington Evans & Co., Nicholas lane, Lombard st, solvers for the petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 13.  
 AUSTRO-AFRICAN ESTATE CO., LIMITED—Creditors are required, on or before August 4, to send their names and addresses, and the particulars of their debts or claims, to Frederick John Ashby, Finsbury pavement House, Liquidator.  
 CROFTIAN TRUST ESTATE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required to send in the particulars of their debts, claims, or demands to Harry Voe Thurgood, Mansion House chambers, 11, Queen Victoria st, liquidator.  
 COPPER CLIFF SYNDICATE, LIMITED—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to G. A. O'Hanlon, 14, Queen Victoria st, liquidator.  
 F. LEITCH & CO., LIMITED—Petition for winding-up, presented July 1, directed to be heard July 14. Goldburg & Co, West st, Finsbury circus, solvers for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 13.  
 HAWKEY & FURBY (1900), LIMITED—Creditors are required, on or before July 29, to send in their names and addresses, and the particulars of their debts or claims, to F. Eglington, 30, Throgmorton st, liquidator.  
 HEDDER, LIMITED, 12, London rd, Leicester—Creditors are required, on or before August 14, to send their names and addresses, and the particulars of their debts or claims, to George Spencer Bankart, 25, Friar lane, Leicester, liquidator.  
 ILLUMINATED SIGNS, LIMITED—Petition for winding-up, presented June 19, directed to be heard at the Court House, Garratt lane, Wandsworth, July 13. Marsden,

London Wall, solvers for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 11.  
 INTERNATIONAL SECURITIES CORPORATION, LIMITED—Petition for winding-up, presented July 2, directed to be heard July 14. Osborn & Osborn, Coleman st, solvers for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 13.  
 MALCOLM BROTHERS & CO., LIMITED—Petition for winding-up, presented June 27, directed to be heard July 14. Devonshire & Co, 1, Frederick's place, Old Jewry, solvers for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 13.  
 NEW THOUGHT PUBLISHING CO., LIMITED—Creditors are required, on or before July 30, to send their names and addresses, to A. R. Abbott, at 61, Gracechurch st, liquidator.  
 OOWANA SOAP AND CANDLE CO., LIMITED—Petition for winding-up, presented June 30, directed to be heard July 14. Woomam & Co, Chancery lane, solvers for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 13.  
 PHILLIPS & SON, LIMITED—Petition for winding-up presented June 30, directed to be heard July 14. Barker & Co, Bedford row, solvers for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 13.  
 R. PERBY & SON, LIMITED—Creditors are required, on or before September 10, to send their names and addresses, and the particulars of their debts or claims, to Arthur Warr King, 185, Parrock st, Gravesend. Tolhurst & Co., New rd, Gravesend, solvers to the liquidator.  
 SOUTH SHIELDS HIGH SCHOOL CO., LIMITED—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to R. Chapman, Harrington st, South Shields. Mennoldson, South Shields, solvers for the liquidator.  
 TAYLOR'S PATENT SHUNTING LEVER, LIMITED—Petition for winding-up, presented May 28, directed to be heard July 14. Parker & Co, St. Michael's Rectory, Cornhill, solvers for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 13.  
 TAYLOR'S PATENT SHUNTING LEVER, LIMITED—Petition for winding-up, presented June 20, directed to be heard July 14. Geare & Willis, Lincoln's-in-Fields, solvers for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 13.  
 WEST AFRICAN OIL SYNDICATE, LIMITED—Creditors are required, on or before August 15, to send their names and addresses, with particulars of their debts or claims, to Ernest E. Probert, 75, Coleman st. Batchelor & Cousins, Pancras lane, solvers to the liquidator.  
 WESTMINSTER INDUSTRIAL AND FINANCE DEVELOPMENTS, LIMITED—Petition for winding-up, presented July 1, directed to be heard July 14. Smith & Co, London Wall, solvers. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 13.

London Gazette.—TUESDAY, July 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLAN ELECTROCAL SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before August 4, to send their names and addresses, and the particulars of their debts or claims, to H. Garton Ash, 3, London Wall bldg.  
 BARNARD & CO., LIMITED—Creditors are required, on or before August 4, to send their names and addresses, and the particulars of their debts or claims, to Sir John Craggs, 3, London wall bldg.  
 HYGIENIC IMPROVEMENTS, LIMITED—Creditors are required, on or before August 14, to send their names and addresses, and the particulars of their debts or claims, to Frank C. Harper, 27, Chancery ln.  
 JOHN TIPPES & CO., LIMITED—Petition for winding up, presented June 20, directed to be heard at the County Court, Queen st, Wolverhampton, July 20, at 10. Morgan, Imperial bldg, Bridge st, Walsall, solvers for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 18.  
 LAS CARRERAS MANGANESE MINES, LIMITED (IN LIQUIDATION)—Creditors are required, on or before August 4, to send their names and addresses, and the particulars of their debts or claims, to H. Garton Ash, 3, London Wall bldg.  
 MESSIAH BROTHERS, LIMITED—Creditors are required, on or before August 14, to send their names and addresses, and the particulars of their debts or claims, to Theodore Gregory, Parr's Bank bldg, 3, York st, Manchester. Grundy & Co, Manchester, solvers to the liquidator.  
 PELLUPPO & SON, LIMITED—Petition for winding-up, presented June 20, directed to be heard July 31. Milne & Co, Bedford row, solvers for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 20.  
 SHAW PROGRESSIVE CO-OPERATIVE SOCIETY, LIMITED—Creditors are required, on or before August 11, to send their names and addresses, and the particulars of their debts or claims, to Messrs. James Fittow, W. H. Sutcliffe, and William Holt, 11, Refuge rd, Shaw, Lancaster. Butterworth, Manchester, solvers for the liquidators.  
 SOCIETY MESSIAH, LIMITED—Creditors are required, on or before August 14, to send their names and addresses, and the particulars of their debts or claims, to Theodore Gregory, Parr's Bank bldg, 3, York st, Manchester. Grundy & Co, Manchester, solvers to the liquidator.  
 UPPER ANKORA DREDGING SYNDICATE, LIMITED—Creditors are required, on or before August 24, to send in their names and addresses, and the particulars of their debts or claims, to Butler Humphreys, 7, Southampton st, Holborn.  
 WARR CARS, LIMITED—Creditors are required, on or before August 10, to send their names and addresses, and the particulars of their debts or claims, to Alexander George Parks, 2, Colmore st, City.  
 WEST SUMMIT MOTOR CO., LIMITED—Petition for winding up, presented July 2, directed to be heard at the Court House, Church st, Brighton, July 20, at 12. J. R. & F. Purchase, 14, Regent st, London, solvers for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 19.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
EMERGENCY APPEAL COURT		Mr. Justice JYOTER.		Mr. Justice SWINFER HART.
Date.	ROTA.	No. 2.		
Monday .....	July 13	Mr Theod	Mr Sygne	Mr Beal
Tuesday .....	14	Greswell	Theod	Goldschmidt
Wednesday .....	15	Greswell	Tindal King	Church
Thursday .....	16	Borror	Bloxam	Sygne
Friday .....	17	Tindal King	Leach	Theod
Saturday .....	18	Bloxam	Farmer	Tindal King
				Greswell
Date.	Mr. Justice WARRINGTON.	Mr. Justice HAVILLA.	Mr. Justice PARKER.	Mr. Justice EYE.
Monday .....	July 13	Mr Farmer	Mr Church	Mr Greswell
Tuesday .....	14	Borror	Sygne	Beal
Wednesday .....	15	Greswell	Theod	Goldschmidt
Thursday .....	16	Beal	Tindal King	Church
Friday .....	17	Goldschmidt	Bloxam	Sygne
Saturday .....	18	Church	Leach	Theod

## Creditors' Notices. Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 26.

CARTER, CHARLES FREDERIC, Baguley, Chester July 31 Woodall v Carter, Registrar, Manchester District Kirsman, Manchester  
FULLERTON, REV ARTHUR, Thrybergh, York Sept 30 Line v Fullerton, Parker, J May, Lincoln's inn fields

London Gazette.—TUESDAY, June 30.

DE PINNA, DAVID, Porchester tarr Sept 1 I & R Clifford v de Pinna, Swinfen Eady, J Robb, Temple chambers, Temple st

London Gazette.—TUESDAY, July 7.

FLANAGAN, WILLIAM GEORGE, Reading, Hotel Proprietor Aug 31 J & C Simonds & Co v Flanagan, Warrington and Parker, JJ Collins, Reading  
HYDE, HENRY CARNEY, Twyford, Wiltshire July 31 Gillett v Hyde, Warrington, J Crocker, Finsbury pavement

## Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, June 30.

ALLAN, ANNIE PLATFAIR, Westbourne pk rd, Paddington July 30 Ashley & Co, Telegraph st  
ASTON, EDWARD, Manchester, Merchant Aug 8 Cooper, King st, Manchester  
BEATTIE, JOHN, Consett, Durham Aug 14 Welford & Jackson, Consett  
BELL, THOMAS, Washington, Durham July 31 Cooper & Goodger, Newcastle upon Tyne  
CABILL, MICHAEL, Longin, Bermondsey July 31 Simpson & Co, Southwark st  
CHAMBERLAIN, ANNIE AMELIA, Boston pk rd, Brentford Aug 4 Morgan, Hastings  
CLARK, JANE ANN, Newcastle upon Tyne July 31 Cooper & Goodger, Newcastle upon Tyne  
CLARK, MARTHA BARRAS, North Shields, General Dealer July 30 Brown & Holliday, North Shields  
CLARK, JANE, Regent st, Milliner Aug 1 Gilbert, Queen st, Cheapside.  
COOKE, THEOPHILUS, Kingston on Thames, Licensed Victualler Aug 6 Lovell & White, Snow hill  
COOPER, WALTER HEWITT, Beckenham, Mathematical Instrument Maker Aug 1 Smith & Hudson, Fenchurch st  
DAVIES, JANE EMILY, Blenheim crescent, Notting hill Aug 4 Keith, Southampton st, Holborn  
DELANEY, GEORGE STAFFORD, Grove rd, St John's Wood Aug 1 Thornton, Gt James st, Bedford row  
DE VALDRENS, COUNTESS MARIA CHERVANDIER, St Leonards on Sea July 25 Hubbard, Bexhill on Sea  
FARNELL, FRANCES, Bishop's rd July 30 Whitley & Son, Lincoln's inn fields  
FOX, GEORGE WILLIAM, Clonsa gins, Hampstead Aug 8 Claremont & Haynes, Bloomsbury st  
GRIFFITH, E. T. L., Beaumont rd, West Kensington July 24 Barfield & Child, Flounden bridge, Temple  
HARLO, BERNARD SIDNEY, Fallowfield, nr Manchester, Merchant Aug 15 Farrer & Co, Manchester  
HART, MARGARET, Scarborough July 31 Marshall & Co, Stoke upon Trent  
HIGGINS, CHARLES CLARKE, Slough July 25 Charley & Reynolds, Slough  
HUDDART, JACOB, Forest Hall, Northumberland July 31 Cooper & Goodger, Newcastle upon Tyne  
HUTCHINSON, MORTIMER LESTER, Middlesex July 31 Fullagar & Co, Bolton  
KNIGHT, WILLIAM, Heathfield-park, Wiltshire July 30 Newman & Co, Clement's inn  
LAWRENCE, GEORGE PATRICK CHARLES, Old square, Lincoln's inn, Barrister-at-Law July 25 Meredith & Co, New square, Lincoln's inn  
LONG, EDWARD, Wakefield, Commission Agent Aug 7 Senior & Barratt, Wakefield  
LOWE, WILLIAM STANDISH, Worthing Aug 1 Parkinson & Co, Manchester  
MACKINNON, JOHN, Old Broad st July 31 Eggar, George st, Mansion House  
MATLAND, JAMES DILLON, Halsey st, Chelsea July 31 Gascotte & Co, Essex st, Strand  
MEALS, JOHN, Bedford Aug 6 Lovell & White, Snow hill  
MOORE, JOHN FOWARD, Bristol, Potter July 27 Watkins, Baker & Co, Bristol  
MUNDY, WILLIAM, Newbury, Berks, Carpenter July 27 McCormick & Quail, Belfast  
NEWOLD, BOB WILLIAM TAYLOR, Aldridge, Staffs Aug 20 Marlow & Co, Walsall  
OWEN, ANNE, Brynellenas, Dinas, Pembroke Aug 1 Minshall & Co, Llangollen  
PARMENTER, JOHN OCTAVIUS Aug 1 Stanton & Co, Southampton  
PINNOCK, WILLIAM HENRY, Bristol Aug 1 Harwood & Co, Bristol  
POYNDE, REV ALFRED JAMES, Whitechapel July 25 Pitman & Sons, Clement's inn, Strand  
PRATT, ELIZABETH, Bill Quay, Durham July 30 Richardson & Elder, Newcastle upon Tyne  
PRATT, GLENDINKING, Bill Quay, Durham July 30 Richardson & Elder, Newcastle upon Tyne  
RECORD, ROBERT ALEXANDER, Birmingham, Laundry Proprietor July 17 Jaques & Sons, Birmingham  
RIDLEY, JACOB, Armthwaite, Heesket, Cumberland July 24 Blackburn & Main, Carlisle  
ROWE, THOMAS BENNISON, Liverpool rd, Kingston hill, Solicitor Aug 15 France, Wigan  
ROWLSON, JOSEPH, Moseley, Worcester Aug 1 Part & Co, Birmingham  
SOWERBOTH, ELIZA, Commercial st, Shoreditch, Fishing Rod Manufacturer Aug 2 Beaumont & Co, Chancery in  
TAYLOR, MARY, Moss Side, Manchester July 31 Rowland, Manchester  
WALKER, MARGARET, Ashton on Ribbles, nr Preston Aug 15 Ashburt & Co, Preston  
WILLIAMS, JOHN, Upton lodge, Tulse hl Aug 1 Stillgoose, Essex st, Strand  
WILLIAMS, CHARLES JOSEPH KIRKBY, Derwen Hall, Denbigh July 31 Evans, Denbigh  
WYOTH, SOPHIA, Fairholme rd, West Kensington Aug 8 Simpson & Co, Gracechurch st

## Bankruptcy Notices.

London Gazette.—FRIDAY, July 3.

RECEIVING ORDERS.

ABBOTT, EDWIN, Leeds, Artist Leeds Pet June 29 Ord June 29  
ALLENDER, CHARLES HENRY, Aldwych mans, Aldwych, Salesman High Court Pet June 5 Ord June 30  
ANDERSON, FREDERICK WILLIAM, Gosforth, Northumberland Newcastle on Tyne Pet May 14 Ord June 26  
ASHCROFT, ROBERT, Thatch Heath, St Helens, Lancs, Draper Liverpool Pet June 30 Ord June 30  
BARLOW, WILLIAM JOSEPH, Birmingham Butcher Birmingham Pet July 1 Ord July 1

BATES, FREDERICK, Burnley, Iron Turner Burnley Pet July 1 Ord July 1  
BOYES, WILFRID LAWSON, Ivegate, Yeasdon, Yorks, Hatter Leeds Pet June 27 Ord June 27  
BRAY, WILLIAM CORNELIUS, Faversham, Kent, Baker Canterbury Pet June 29 Ord June 29  
BRITTON, MARTHA, Jackfield, Salop Madeley Pet July 1 Ord July 1  
BULLOCK, JAMES, Stockport, Butcher Stockport Pet July 1 Ord July 1  
CAMPELLE, HENRY HUGH ERNEST, Lombard st, Bank Clerk High Court Pet June 30 Ord June 30  
CROSS, CHARLES JACOB, Old st, St Luke's, Licensed Victualler High Court Pet June 2 Ord June 30

DAVIS, CHARLES S., Lowndes st, Belgravia High Court Pet April 7 Ord June 30  
DAVIS, GEORGE, Princess st, Cavendish sq High Court Pet March 31 Ord June 30  
DAY, JOHN THOMAS, North Ormesby, Yorks, Grocer Middlesbrough Pet June 29 Ord June 29  
D'HOOGHE, PHILIP JOHN, West Bridgford, Notts, Lace Merchant Nottingham Pet June 26 Ord June 29  
ELBOROUGH, W C, St Stephen's sq, Bayswater High Court Pet Dec 5 Ord June 30  
GOODCHILD, ELIZABETH, Curtain rd, Shoreditch, Upholsterer High Court Pet June 24 Ord June 30  
GRIFFITHS, THOMAS WILLIAM, Ebenezer, Carnarvon, Quarryman Bangor Pet July 1 Ord July 1

London Gazette.—FRIDAY, June 26.

BAIRD, CHRISTIAN MARIA HENRY ELIZABETH, Cranley pl August 11 Farrer & Co, Lincoln's inn fields  
CLARE, ANN JANE, Lewes August 12 Banham, Royston, Herts  
CLARE, REV JAMES BROWN, Wenhaston Vicarage, Suffolk Aug 12 Banham, Royston, Herts  
COX, ROBERT WILLIAM, Newbury, Berks July 31 Batesons & Co, Liverpool  
DALRY, MARY, Cottingham, Yorks Aug 10 Leak & Co, Hull  
DANGERFIELD, JOSEPH JAMES, Shipton under Wychwood, Oxford, farmer Aug 20 Wilkins & Toy, Chipping Norton  
DAVIES, REV DAVID JAMES, St. George Rectory, nr Abergele July 30 Johnson Ruthin  
DAVISON, GEORGE, Bexar, Texas, U.S.A. Aug 10 Giles, Lambeth rd, S.E.  
EDMETT, THOMAS, Tregarvon rd, Clapham Common, S.W. Aug 1 Hicks & Co, Old Jewry chambers  
FRIEND, HENRY, Leeds, sponge importer Aug 3 Blackston, Leeds  
FUNNELL, GEORGE, Brighton July 27 Woolley & Bevis, Brighton  
GARDNER, SMITH HANINGTON, Seaton, Devon Aug 5 J H & E R Cobb, Lincoln's inn fields  
GUSSEN, CHARLES, Loughton, Essex Aug 1 Mills & Co, Finsbury sq  
HARDY, JOHN, Oldham Aug 3 Redfern & Co, Oldham  
HOLMES, FREDERICK HERBERT, Crookmore Fawley, Henley on Thames Aug 5 Baxter & Co, Victoria st, Westminster  
KIMBER, JAMES WILLIAM, Tracy, Cockington, Devon Aug 20 Wilkins & Toy, Chipping Norton  
KOSBER, FREDERICK CAROLINE, Sharrow, Sheffield Aug 15 Kesteven, Sheffield  
LEA, MARY FRANCES, Bradley Green, Feckenham, Worcester Sept 1 Travis & Sheldon, Stourbridge  
LEVETT, GEORGE, Birtley, Durham Aug 25 Carpenter, Durham  
LEWISWAITE, THOMAS, Southport July 31 Farrar & Co, Manchester  
MIRFIN, JOHN, North Anston Aug 15 Kesteven, Sheffield  
MITCHELL, AGNES, Kingskerwell, Devon Aug 3 Webster & Watson, Newton Abbot  
MORGAN, BENJAMIN CHARLES, Teignmouth, Devon Aug 1 Fall, Teignmouth  
MURPHY, MARY, Manchester Aug 7 Pegge, Manchester  
OWENS, JAMES, Llandrindod Hall, Llandrindod, Radnor, farmer Aug 10 Vaughan, Buith  
PALSER, ELIZABETH, Birmingham Aug 13 Walford, Birmingham  
PARKER, EDWARD, Stretford, Lancs Aug 31 Phythian & Bland, Manchester  
RIDLEY, JACOB, Armthwaite, Heesket, Cumberland, commission agent July 24 Blackburn & Main, Carlisle  
SHILLINGLAW, JOHN, Lee, Kent July 31 Hubbard & Son, Cannon st  
SMITH, JOHN THOMAS, Norwich, Surveyor Sept 30 Keith & Co, Norwich  
SMITH, RIGHT HON SAMUEL, Privy Councillor Aug 5 Oliver Jones & Co, Liverpool  
STOCK, THOMAS, Great Dunmow, Essex, Blacksmith July 1 Floyd, Dunmow  
WEBSTER, WILLIAM HILTON, Choriton upon Medlock, Manchester, Professor of Dancing Aug 1 Whitworth, Manchester  
WESTGARTH, WILLIAM, Normanby, nr Middlesbrough July 31 Jackson & Jackson, Middlesbrough  
WHITTER, HENRY, Tunbridge Wells Aug 5 Greenip & Co, George st, Mansion House, E.C.  
WIDDO, THOMAS, Oldham, Lancs Aug 15 Ponsonby & Carlisle, Oldham  
YEATS, REV GEORGE, Heworth, York Sept 1 Ware, York

London Gazette.—FRIDAY, July 7.

ASPIWALL, HENRY, Small Heath, Birmingham July 31 Williams, Birmingham  
BARCROFT, ELIZABETH, Burnley Aug 7 Smith & Smith, Burnley  
BECKS, WILLIAM GEORGE, Handsworth, Commercial Traveller Aug 20 James & Co, Birmingham  
BOTHAMLEY, RICHARD, Donington, Lincs, Solicitor's Managing Clerk Aug 4 Smith & Co, Donington, Lincs.  
BROWN, BENJAMIN CARL, Lower Edmonton Aug 15 Rose & Co, Delahay st  
CAYFORD, EBERESER, Crawley Down, Sussex Aug 6 Turner & Sons, Leadenhall st  
COBE, HARRIETT, Tunbridge Wells Aug 4 Andrew & Cheale, Tunbridge Wells  
CREW, GEORGE, Birmingham, Lodging House Keeper Aug 7 Ward, Dudley  
DIBBENS, ELIZA, Graystoke Ditchling, Sussex Aug 10 Wilkinson & Co, Bedford st, Covent Garden  
DILWORTH, PHOEBE, Longridge, near Preston July 25 B. Horner Hargreaves, Camberwell New rd  
DUNLAP, ELIZABETH FRANCES, Windsor Sept 3 Cross & Co, Halesworth, Suffolk  
EDMONDS, MARY, Leicester Aug 7 Harvey & Clark, Leicester  
FAIRWEATHER, ALEXANDER FARRER ANGUS, Polkington, Yorks, Doctor July 15 Powell, Polkington, Yorks  
FREWICK, EDWARD NICHOLAS FREWICK, Suffolk st, Pall Mall, Barrister at law July 29 Sanderson, Lancaster  
FIELD, JANE ELIZABETH, Longwood Nayland, Suffolk Aug 3 Gibson & Weldon, Chancery in, W.C.  
FOSTER, CHARLES ROLLS, Pall Mall, Auctioneer Aug 18 Garrard & Co, Suffolk st, Pall Mall East  
FRANCOIS, WILLIAM, Hastings, Music Publisher Sept 1 Rutland, Chancery in  
GIFFARD, HELEN MARY, Ashley gins, Westminster Aug 6 Jacob, Lincoln's inn fields  
GLANFIELD, ELIZA GRACE, Torquay Sept 15 Glanfield & Glanfield, Torquay  
GOODE, MARGARET HODSON, Ryde, I of W Aug 1 Louch & Co, Langport, Somerset  
GREGORY, ROBERT, East Ham, Essex, Foreman Lighterman Aug 8 J A & H E Farnfield, Lower Thames st  
JENKINS, PHILIP, Magor, Mon Farmer Nov 16 Morgan & Co, Newport, Mon  
POPPERWELL, ANN, Weston Park, Bath Aug 19. Simmons & Co, Bath  
RAHE, HENRY BERNARD, Museum st, High Holborn, Baker Aug 31 Richardson & Sadlers, Golden sq, Regent st  
STEPHENS, HOPKINS, Lewisham High rd Aug 7 Algar Abchurch in  
THORNTON, ALFRED, Penarth, Glam Aug 3 Payne, Cardiff  
UPTON, FREDERICK, Donington, Lincs, Licensed Victualler Aug 4 Smith & Co, Donington, Lincs  
VAUGHAN MARY, Brighton, Aug 8 Tomlin & Chitty, Old Burlington st  
YOMAS, HERBERT SPRINGER, Holloway, nr Matlock Bath, Auctioneer Aug 8 Lyzen, Matlock Bath



HARRIS, AARON L. Portadown rd, Malda Vale, Scotch Draper High Court Pet June 15 Ord July 1  
 HAYWARD, EDWARD BYRON, West Worthing, Sussex, Builder Brighton Pet June 2 Ord June 30  
 HINES, ARTHUR THOMAS ALFRED, Wilton av, Chiswick, Money Lender Brentford Pet May 23 Ord June 26  
 HUGHES, FREDERICK THOMAS, Gorse Hill, Swindon, Baker Swindon Pet June 30 Ord June 30  
 HYDE, JOHN, Bradwell, Bucks, Grocer Northampton Pet June 30 Ord June 30  
 KELLY, JOHN JOSEPH PATRICK, Salisbury Salisbury Pet June 27 Ord June 27  
 KNIGHT, THOMAS ARTHUR, Rushden, Northampton, Butcher Northampton Pet June 29 Ord June 29  
 LOVEGROVE, CHARLES, Hanworth rd, Hounslow, Coal Merchant Brentford Pet June 30 Ord June 30  
 MCGOWAN, CHARLES FREDERICK, Leeds, Solicitor's Clerk Leeds Pet June 29 Ord June 29  
 MAHON, FREDERICK ERNEST, Cheltenham, Jeweller Cheltenham Pet June 29 Ord June 29  
 MARDEN, JOHN WILLIAM, Darwen, General Nurseryman Blackburn Pet June 29 Ord June 29  
 MIGLIORINI, EDWARD, Homerton, Furniture Manufacturer High Court Pet May 19 Ord July 1  
 MITCHELL, SPENCER, Riverdale rd, Twickenham Park, Army Tutor Brentford Pet June 5 Ord June 26  
 PARDON, HERBERT, Nechells, Birmingham, Journeyman Wheelwright Birmingham Pet June 30 Ord June 30  
 PAREKH, EROGH, Redhill st, Regent's Park, Cab Proprietor High Court Pet June 6 Ord July 1  
 PEARCE, HENRY, EARNST, Wymering mans, Elgin av High Court Pet March 17 Ord July 1  
 PROSSER, EDWARD, Llanvhanogel, Criccieth, Mon, Farmer Tredegar Pet May 15 Ord June 29  
 ROBERTS, EPHRAIM, Falmouth, General Dealer Truro Pet June 29 Ord June 29  
 SHAW, GEORGE, Essex pl, Hackney rd, Tool Dealer High Court Pet June 29 Ord June 29  
 SHORTROUSE, GEORGE, Camp Hill, Birmingham Birmingham Pet June 11 Ord June 30  
 STONE, MENDEL, and ABRAHAM MARKS, Abercrom, Mon, Outfitters Newport, Mon Pet June 29 Ord June 29  
 UNDERHILL F, Langley Green, Staffs, Grocer West Bromwich Pet June 5 Ord July 1  
 VEAHEY, BENJAMIN, Thurston, Leicester Leicester Pet June 29 Ord June 29  
 WADE, WILLIAM NATHANIEL, Sunderland, Ladies' Outfitter Sunderland Pet June 27 Ord June 27  
 WEBSTER, JOHN, Richmond, Greengrocer Wandsworth Pet June 30 Ord June 30  
 WHITE, ARTHUR ERNEST, Gloucester, Baker Gloucester Pet June 29 Ord June 29  
 WILCOX, CHARLES, Smithwick, Staffs, Galvanised Iron Manufacturer West Bromwich Pet June 6 Ord July 1  
 WILLIAMS, LUTHER, Landore, Swansea, Builder Swansea Pet June 29 Ord June 29  
 WOLFSEY, MORITZ, Harefield rd, Park rd, Crouch End, Silversmith High Court Pet June 29 Ord June 29  
 WRIGHT, THOMAS ARTHUR, Stamford, Lincs, Clothier Boston Pet July 1 Ord July 1  
 Amended Notice substituted for that published in the London Gazette of June 26:  
 SPARK, FREDERICK HUBERT, Huby, Harewood, Yorks Printers Traveller Leeds Pet June 5 Ord June 22  
 Amended Notice substituted for that published in the London Gazette of June 30:  
 STARK, MATHEW MARK, Sowton, Devon, Innkeeper Exeter Pet June 12 Ord June 24  
 FIRST MEETINGS.  
 ABBOTT, EDWIN, Leeds, Artist July 13 at 11.30 Off Rec, 24, Bond st, Leeds  
 ALEXANDER, CHARLES HENRY, Aldwych mans, Aldwych, Salesman July 13 at 11 Bankruptcy bldg, Carey st  
 ALMOND, HENRY, Bolton, Butcher July 14 at 8 19, Exchange st, Bolton  
 ANDREWS, THOMAS, Halesowen, Worcester, Haberdasher July 16 at 11 Off Rec, 199, Wolverhampton st, Dudley  
 BOYES, WILFRED LAWSON, Yeasdon, Yorks, Hatter July 15 at 11 Off Rec, 24, Bond st, Leeds  
 BRANDE, ALBERT AUGUST, Birmingham, Dealer in Artists' Materials July 15 at 11.30 191, Corporation st, Birmingham  
 CAMPBELL, HENRY HUGH ERNEST, Lombard st, Bank Clerk July 14 at 12 Bankruptcy bldg, Carey st

CLEGG, DAVID, York, Clerk July 14 at 11.30 Off Rec, 35, Victoria st, Liverpool  
 CROSS, CHARLES JACOB, Old st, St Luke's, Licensed Victualler July 13 at 11 Bankruptcy bldg, Carey st  
 DAVIES, DAVID, Bryncoch, nr Neath, Glam, Farmer July 15 at 11.30 Off Rec, 31, Alexandra rd, Swansea  
 DAVIS, CHARLES S, Lowndes st, Belgravia July 14 at 1 Bankruptcy bldg, Carey st  
 DAVIS, W H, Defoe rd, Tooling, Boot Dealer July 15 at 11.30 132, York rd, Westminster Bridge  
 ELBOROUGH, W C, St Stephen's sq, Bayswater July 14 at 11 Bankruptcy bldg, Carey st  
 FLORENCE, MARY, Thornton av, Strathgarn Hill, Nursing Home Proprietress July 13 at 11.30 132, York rd, Westminster Bridge  
 GOODCHILD, ELIZABETH, Curtain rd, Shrewditch, Upholsterer July 13 at 12 Bankruptcy bldg, Carey st  
 HARRISON, HENRY, Garsstone, Woolley, Hereford, Coachman July 13 at 2 4, Corn sq, Leominster  
 HAYNES CHARLOTTE, Clacton, Essex, Builder July 15 at 11.30 Great Eastern Hotel, Liverpool st  
 JAMES, EDWARD, Ystradgynlais, Brecknock, Colliery Proprietor July 15 at 11 Off Rec, 31, Alexandra rd, Swansea  
 JONES, HENRY, Birmingham, Licensed Victualler July 15 at 12 191, Corporation st, Birmingham  
 JONES, HUGH, Llyswerfyl, Dyffryn, Merioneth, Carpenter July 17 at 10.15 Townhall, Aberystwyth  
 KELLY, JOHN JOSEPH PATRICK, Salisbury July 11 at 11.30 Off Rec, City chambers, Catherine st, Salisbury  
 KINANE, BRIDGET, Swansea, Grocer July 16 at 11 Off Rec, 31, Alexandra rd, Swansea  
 KNIGHT, THOMAS ARTHUR, South Rushden, Northampton, Butcher July 13 at 12 Off Rec, Bridge st, Northampton  
 MCGOWAN, CHARLES FREDERICK, Leeds, Solicitor's Clerk July 13 at 12 Off Rec, 24, Bond st, Leeds  
 MCINNIS & Co, 8, Walthamstow July 13 at 2.30 Bankruptcy bldg, Carey st  
 MASSINGHAM, ARTHUR ROBERT, Norwich, Butcher July 11 at 12.30 Off Rec, 8, King st, Norwich  
 MITCHELL, SPENCER, Riverdale rd, Twickenham Park, Army Tutor July 14 at 8 14, Bedford row  
 NORBURY, JOHN, Knutsford, Cheshire, Butcher July 11 at 11 Off Rec, Byrom st, Manchester  
 RIDDALL, ARCHIBALD CAMPBELL, Hackbridge, Surrey, Builder's Joiner July 15 at 12 132, York rd, Westminster Bridge  
 RUTTER, THOMAS, Cheswardine, Salop, Farmer July 13 at 2.30 Off Rec, King st, Newcastle, Staffs  
 SHARRATT, WILLIAM, Quinton, Worcester, Fruiterer July 14 at 11.30 191, Corporation st, Birmingham  
 SHAW, GEORGE, Hackney rd, Tool Dealer July 13 at 12 Bankruptcy bldg, Carey st  
 SMITH, EDWARD, Dudley, Worcester, Draper July 11 at 11 Off Rec, 199, Wolverhampton st, Dudley  
 SMITH, JAMES, and JOSEPH THOMAS SMITH, Ocker Hill, Tipton, Scrap Iron Dealers July 13 at 10.30 Off Rec, 199, Wolverhampton st, Dudley  
 STAINFORTH, DOUGLAS ARNOLD, HMS Centurion, Portsmouth, Lieutenant July 13 at 3 Off Rec, Cambridge Junction, High st, Portsmouth  
 STARR, JOSEPH, Kidderminster, Worcester, Coach Builder July 13 at 12 Messrs Ivens & Co, Solicitors, Kidderminster  
 VEAHEY, BENJAMIN, Thurston, Leicester July 13 at 12 Off Rec, 1, Berridge st, Leicester  
 WHITEHEAD, THOMAS HAROLD, Farnworth, nr Bolton, Confectioner July 13 at 8 19, Exchange st, Bolton  
 WILLIAMS, RICHARD, Widnes, Boot Dealer July 13 at 2.30 Off Rec, 35, Victoria st, Liverpool  
 WILSON, THOMAS ARTHUR, Sale, Cheshire, Manufacturer's Agent July 11 at 11.30 Off Rec, Byrom st, Manchester  
 WOLFSEY, MORITZ, Harefield rd, Crouch End, Silversmith July 13 at 11 Bankruptcy bldg, Carey st  
 ADJUDICATIONS.  
 ABBOTT, EDWIN, Leeds, Artist Leeds Pet June 29 Ord June 29  
 ASHCROFT, ROBERT, Thatto Heath, St. Helen's, Lancs, Draper Liverpool Pet June 30 Ord June 30  
 BARLOW, WILLIAM JOSEPH, Camp Hill, Birmingham Butcher Birmingham Pet July 1 Ord July 1  
 BATES, FREDERICK, Burnley, Iron Turner Burnley Pet July 1 Ord July 1

BOYES, WILFRED LAWSON, Yeasdon, Yorks, Hatter Leeds Pet June 27 Ord June 27  
 BRAT, WILLIAM CORNELIUS, Faversham, Kent, Baker Canterbury Pet June 29 Ord June 29  
 BRITTON, MARTHA, Jackfield Madeley Pet July 1 Ord July 1  
 BULLOCK, JAMES, Stockport, Butcher Stockport Pet July 1 Ord July 1  
 CAMPBELL, HENRY HUGH ERNEST, Lombard st, Bank Clerk High Court Pet June 30 Ord June 30  
 DAVY, JOHN CHARLES, Cambridge rd, Mile End Confectioner High Court Pet May 7 Ord June 29  
 DAY, JOHN THOMAS, North Ormesby, Yorks, Grocer Middlesbrough Pet June 29 Ord June 29  
 D'HOOGHE, PHILIP JOHN, West Bridgford, Notts, Lace Merchant Nottingham Pet June 28 Ord June 29  
 EDWARDS, EDGAR STACE, Bishopsgate av High Court Pet June 29 Ord June 29  
 GILDER, SAMUEL, New rd, Commercial rd, Secretary of Friendly Societies High Court Pet May 15 Ord June 30  
 GRIFFITHS, THOMAS WILLIAM, Ebenezer, Carnarvon, Quartermaster Bangor Pet July 1 Ord July 1  
 GRUNDY, JOHN JAMES, Forest Hill, Kent, Surveyor Greenwich Pet Jan 15 Ord June 16  
 HAYWARD, EDWARD BYRON, West Worthing, Builder Brighton Pet June 2 Ord July 1  
 HUGHES, FREDERICK THOMAS, Gorse Hill, Swindon, Baker Swindon Pet June 30 Ord June 30  
 HYDE, JOHN, Bradwell, Bucks, Grocer Northampton Pet June 30 Ord June 30  
 INNES, GORDON CRAN, Leadenhall st, Chemist High Court Pet May 9 Ord July 2  
 JONES HUGH, Dyffryn, Merioneth, Carpenter Aberystwyth Pet June 15 Ord June 30  
 KELLY, JOHN JOSEPH PATRICK, Salisbury Salisbury Pet June 27 Ord June 27  
 KINANE, BRIDGET, Swansea, Grocer Swansea Pet June 5 Ord June 30  
 KNIGHT, THOMAS ARTHUR, Rushden, Northampton, Butcher Northampton Pet June 29 Ord June 29  
 LOVEGROVE, CHARLES, Hanworth rd, Hounslow, Coal Merchant Brentford Pet June 30 Ord June 30  
 MCGOWAN, CHARLES FREDERICK, Leeds, Solicitor's Clerk Leeds Pet June 29 Ord June 29  
 MAHON, FREDERICK ERNEST, Cheltenham, Jeweller Cheltenham Pet June 29 Ord June 29  
 MARDEN, JOHN WILLIAM, Darwen, Lancs, General Nurseryman Blackburn Pet June 29 Ord June 29  
 PARDON, HERBERT, Nechells, Birmingham, Wheelwright Birmingham Pet June 30 Ord June 30  
 WILLIAM JAMES REID, FRANK STANLEY MILTON, ELIZABETH FERRIER REID, and ISABELLA REID, Fenchurch st, Machine Tool Makers High Court Pet April 14 Ord June 26  
 ROBERTS, EPHRAIM, Falmouth, General Dealer Truro Pet June 29 Ord June 29  
 ROW, ARTHUR BRYANT, Burlington House, Richmond Hill, School Proprietor Wandsworth Pet June 4 Ord June 29  
 SHAW, GEORGE, Essex pl, Hackney rd, Tool Dealer High Court Pet June 29 Ord June 29  
 SHERRATT, JOHN HALL LOCKYER, Oxford, Retailer of Toys Oxford and Bicester Pet May 30 Ord July 1  
 SPIERS, EDWARD WINTER, and EDWARD SPIERS, Hill rd, Abbey rd, St John's Wood, Builders High Court Pet April 15 Ord July 1  
 STARK, MATHEW MARK, Sowton, Devon, Innkeeper Exeter Pet June 12 Ord June 30  
 STONE, MENDEL, and ABRAHAM MARKS, Abercrom, Mon, Outfitters Newport, Mon Pet June 29 Ord June 29  
 TOMPKINS, RICHARD HENRY, Northampton, Commercial Traveller Northampton Pet June 18 Ord June 30  
 VEAHEY, BENJAMIN, Thurston, Leicester Leicester Pet June 29 Ord June 29  
 WADE, WILLIAM NATHANIEL, Sunderland, Ladies' Outfitter Sunderland Pet June 27 Ord June 27  
 WEBSTER, JOHN, Lower Merlake rd, Richmond, Cab Proprietor Wandsworth Pet June 30 Ord June 30  
 WHITE, ARTHUR ERNEST, Gloucester, Baker Gloucester Pet June 29 Ord June 29  
 WILLIAMS, LUTHER, Landore, Swansea, Builder Swansea Pet June 29 Ord June 29  
 WILSON, THOMAS ARTHUR, Sale, Chester, Manufacturer's Agent Manchester Pet June 17 Ord July 1  
 WOLFSEY, MORITZ, Harefield rd, Park rd, Crouch End, Silversmith High Court Pet June 29 Ord July 2

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

SPECIALISTS IN ALL LICENSING MATTERS.

630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

WRIGHT, THOMAS ARTHUR, Stamford, Lincs, Clothier  
Boston Pet July 1 Ord July 1

Amended notice substituted for that published in the  
London Gazette of May 22:

ILES, ROBERT JAMES HENRY JOSEPH, Swift st, Fulham,  
Builder High Court Pet March 24 Ord May 18

Amended notice substituted for that published in the  
London Gazette of June 25:

SPARK, FREDERICK HUBERT, Holly Bank, Hoby, Harwood  
Yorks. Printer's Traveller Leeds Pet June 5 Ord  
June 24

London Gazette, TUESDAY, July 7.

#### RECEIVING ORDERS.

BARKER, JOSEPH, Knarborough, Grocer York Pet  
July 2 Ord July 2

BARKLOW, THOMAS, Checkley, Tean, Stoke upon Trent,  
Farmer Stoke upon Trent Pet June 12 Ord June 30

BARNLEY, THOMAS, Atherton, Warwick, Grocer  
Birmingham Pet July 2 Ord July 2

BURTON, G. A. JACKSON, Lewes, Market Gardener Lewes  
Pet June 16 Ord July 3

CARDALY, HUBERT SHARPLE, H. M. S. Kangaroo, Portsmouth,  
Commander Portsmouth Pet May 19 Ord July 3

CLETHROSE, THOMAS WILLIAM, Sheringham Norfolk,  
Carpenter Norwich Pet July 4 Ord July 4

CLOUGH, FREDERICK, Middlewich, Licensed Victualler  
Crewe Pet June 20 Ord July 2

OWEN, SAMUEL, Rock, Crediton, Devon, Labourer  
Exeter Pet July 3 Ord July 3

DOBSON, THOMAS, Egreton, Cheshire, Butcher Birken-  
head Pet June 17 Ord July 2

DOWELL, B. W. Wingate rd, Hammersmith, Contractor  
High Court Pet June 10 Ord July 3

DICKSON, H. CHARLES, Ramechwick, Staffs Heating Engineer  
West Bromwich Pet June 20 Ord July 3

FLETCHER, SAMUEL HUNT, Over Lane, near Belper Derby  
Pet July 2 Ord July 2

FOX, ARTHUR, Wisbech, Cambridges, Fancy Goods Dealer  
King's Lynn Pet July 3 Ord July 3

GARNER, THOMAS WILLIAM, Ipswich, Baker Ipswich  
Pet July 2 Ord July 2

GILL, WILLIAM, Wakefield, Outfitter Wakefield Pet  
July 1 Ord July 1

GOLDRENS, SOLOMON, M. Hounstitch, Fancy Goods  
Warehousman High Court Pet June 23 Ord July 3

HADDON, WILLIAM, Burnt Tree, Tipton, Publisher  
Dudley Pet July 4 Ord July 4

HARRIS, HENRY GEORGE, Stratton Ground, Greengrocer  
High Court Pet June 3 Ord July 3

HARRISON, ALFRED WILLIAM, Derby, Clothier Derby  
Pet June 27 Ord July 1

HARVEY, HARRY ERNEST, Fenton, Staffs, Grocer Stoke-  
upon Trent Pet July 2 Ord July 2

HAVEGAL, ETHELBERT F. E. Ponywern rd, Earl's Court,  
Insurance Agent High Court Pet March 14 Ord  
July 3

HILL, JAMES, Rotherhithe st, Produce Importer High  
Court Pet June 9 Ord July 3

HOPLA, WILLIE, Ammanford, Carmarthen, Colliery  
Labourer Carmarthen Pet July 3 Ord July 3

HOWARD, C. Prince of Wales mans, Battersea Park, Commis-  
sion Agent Wandsworth Pet June 12 Ord July 3

IND, FRANK, Tebbury, Glos Swindon Pet July 3 Ord  
July 3

JENNISON, WILLIAM, Leeds Leeds Pet July 3 Ord July 3

JONES, MARION, Carnarvon, Butcher Bangor Pet July 3  
Ord July 3

KNEELER, ARTHUR, Farnost St Peter, Norfolk, Draper  
Norwich Pet July 3 Ord July 3

KNIGHT, BEN, Petersfield, Hants, Builder Portsmouth  
Pet July 1 Ord July 1

KNIGHTS, GEORGE, Hanwell, Builder Brentford Pet  
June 8 Ord July 3

LAMB, CHARLES, Waverley, Liverpool, Baker Liverpool  
Pet July 1 Ord July 3

MARTIN, GEORGE, Norwich, Baker Norwich Pet July 3  
Ord July 3

NEIL, ROBERT, Swaffham Prior, Cambs, Farmer Cam-  
bridge Pet July 2 Ord July 2

PARKER, JAMES HENRY, Treforest, Glam, Grocer Ponty-  
pridd Pet July 1 Ord July 1

RACE, GEO. & SONS, Stockton on Tees, Builders Stockton  
on Tees Pet June 8 Ord July 1

ROBINSON, THOMAS ERNEST, Putney Bridge rd, Putney  
Wandsworth Pet May 7 Ord July 2

SHARP, SAM, West Hartlepool, Fruiterer Sunderland  
Pet July 3 Ord July 3

SIDDALL, HERBERT, Halifax, Tailor Halifax Pet July 2  
Ord July 2

SMITH, NELLIE, Bath, Costumier Bath Pet July 3 Ord  
July 3

THORNTON, HARRY TUDOR, Broad at house, Old Broad st,  
Stockbroker High Court Pet Dec 2 Ord July 3

THORPE, THOMAS LEE, Chadderton, Oldham, Greengrocer  
Oldham Pet July 3 Ord July 3

TOWNMAN, CARL, Angel ch, Banker's Clerk High Court  
Pet Mar 13 Ord July 2

WAGGOTT, JOHN HENRY, and FREDERICK ERNEST  
STEPHENSON, Sunderland, Grocers Sunderland Pet  
July 2 Ord July 2

YATES, JAMES, Major Bottoms, Adlington, Lancs, Florist  
Bolton Pet June 24 Ord July 3

#### FIRST MEETINGS.

ANDERSON, FREDERICK WILLIAM, Gosforth, Northumber-  
land July 15 at 11 Off Rec, 20, Mosley st,  
Newcastle on Tyne

ASHCROFT, ROBERT, Thatch Heath, St Helena, Lancs,  
Draper July 15 at 11 Off Rec, 35, Victoria st,  
Liverpool

BARKER, JOSEPH, Knarborough, Grocer July 17 at  
Off Rec The Red House, Duncomb st, York

BRITTON, MARTHA, Jackfield, Salop July 29 at 12.30  
County Court Office, Madeley

CORRY, SAMUEL, Rock, Crediton, Devon, Labourer July  
16 at 10.30 Off Rec, 9, B-dford cr, Exeter

COTTEY, WILLIAM HUNTON, Ossett, Yorks July 10 at 1  
Court House, King's Lynn

DAVIS, GEORGE, Princes st, Cavendish sq July 17 at 11  
Bankruptcy bldg, Carey st

DAY, JOHN THOMAS, North Ormsby, Yorks, Grocer  
July 15 at 11.30 Off Rec, 17, Albert rd, Middles-  
brough

DOWELL, R. W. Wingate rd, Hammersmith, Contractor  
July 17 at 12 Bankruptcy bldg, Carey st

GARNER, THOMAS WILLIAM, Ipswich, Baker July 16  
at 2 Off Rec, 30, Princes st, Ipswich

GILL, WILLIAM, Wakefield, Outfitter July 15 at 11  
Off Rec, 6, Bond ter, Wakefield

GOLDRENS, SOLOMON, M. Hounstitch, Fancy Goods  
Warehousman July 15 at 2.30 Bankruptcy bldg,  
Carey st

HARRIS, AARON L. Portadown rd, Malta Vale, Scotch  
Draper July 15 at 12 Bankruptcy bldg, Carey st

HARRIS, HENRY GEORGE, Stratton ground, Green-  
grocer July 16 at 11 Bankruptcy bldg, Carey st

HARRISON, ALFRED WILLIAM, Derby, Clothier July 16 at  
11 Off Rec, 47, Full st, Derby

HAYWARD, EDWARD BYRON, West Worthing, Builder  
July 15 at 12 4, Pavilion bldg, Brighton

HILL, JAMES, Rotherhithe st, Produce Importer July 16  
at 12 Bankruptcy bldg, Carey st

HUGHES, FREDERICK THOMAS, Grove Hill, Swindon, Baker  
July 15 at 11 Off Rec, 38, Regent cr Swindon

HYDE, JOHN, Bradwell, Bucks, Grocer July 16 at 11 Off  
Rec, Bridge st, Northampton

IND, FRANK, Tebbury, Glos July 15 at 11.15 Off Rec, 38,  
Regent cr, Swindon

JENKINS, ALBERT EDWARD, Bristol, Trunk Manufacturer  
July 15 at 11.30 Off Rec, 20, Baldwin st, Bristol

JOHNSON, WILLIAM, Leeds July 15 at 11 Off Rec, 24,  
Rend st, Leeds

KNIGHT, BEN, Petersfield, Hants, Builder July 15 at 3  
Off Rec, Cambridge junction, High st, Portsmouth

LAMB, CHARLES, Waverley, Liverpool, Baker July 16 at 11  
Off Rec, 35, Victoria st, Liverpool

MAHON, FREDERICK ERNEST, Cheltenham, Jeweller  
July 15 at 4 County Court bldg, Cheltenham

MIGLIORINI, EDWARD, Nisbet pl, Homerton, Furniture  
Manufacturer July 15 at 11 Bankruptcy bldg, Carey  
st

MOODAFF, CHARLES HENRY, Appley, Westmoreland,  
Solicitor July 17 at 2 Tuford Arms Hotel, Appley

OXLEY, JOHN FRYINGLEY, Bole, Notts, Farmer July 21  
at 12 Off Rec, 31, Silver st, Lincoln

PARKER, KNOCK, Redhill st, Regent's Park, Cab Proprie-  
tor July 15 at 12 Bankruptcy bldg, Carey st

PEARCE, HENRY ERNEST, Wymering man, Highav Jul  
16 at 12 Bankruptcy bldg, Carey st

PRESSON, JAMES HENRY, Treforest, Glam, Grocer July 15  
at 11.30 Off Rec, Post Office chmbrs, Pontypridd

ROBINSON, THOMAS ERNEST, Putney Bridge rd July 16 at  
11.30 182, York rd, Westminster Bridge

SIDDALL, HERBERT, Halifax, Tailor July 16 at 10.45  
County Court House, Prescott st, Halifax

SMITH, NELLIE, Bath, Costumier July 15 at 11.45 Off  
Rec, 26, Baldwin st, Bristol

STONE, MENDEL, and ABRAHAM MARKS, Abercorn, Mon,  
Outfitters July 15 at 12 Off Rec, 144, Commercial  
st, Newport, Mon

TRIPP, SIDNEY MARMADUKE, Chalfont St Giles, Bucks,  
Coal Merchant July 15 at 12 1, St, Aldates, Oxford

VARDER, SAMUEL BROWN, Gotherington, nr Cheltenham,  
Auctioneer July 18 at 2.15 County Court bldg,  
Cheltenham

WEBSTER, JOHN, Lower Wortlake rd, Richmond, Ca  
Proprietor July 17 at 11.30 132, York rd, Westminster  
Bridge

WILLIAMS, LUTHER, Landore, Swansea, Builder July  
at 10.45 Off Rec, 34, Alexandra rd, Swansea

WRIGHT, THOMAS ARTHUR, Stamford, Lincs, Clothier  
July 16 at 12.15 Off Rec, 4 and 6, West st, Boston

YATES, JAMES, Major Bottoms, Adlington, Lancs, Florist  
July 17 at 3 10, Exchange st, Bolton

#### ADJUDICATIONS.

BARNLEY, THOMAS, Atherton, Warwick, Grocer Bir-  
mingham Pet July 2 Ord July 2

BARKER, JOSEPH, Knarborough, Grocer York Pet July  
2 Ord July 2

CANN, HENRY, Manchester, Manufacturer Manchester  
Pet May 29 Ord July 3

CLETHROSE, THOMAS WILLIAM, Sheringham, Norfolk  
Carpenter Norwich Pet July 4 Ord July 4

COOPER, EDWARD HERBERT, Holgrave rd, Novallist High  
Court Pet Nov 26 Ord June 30

CORRY, SAMUEL, Rock, Crediton, Devon, Labourer  
Exeter Pet July 8 Ord July 8

COTTEY, WILLIAM HUNTON, Ossett, Yorks King's Lynn  
Pet June 24 Ord July 2

CROSS, CHARLES JACOB, Old st, St Luke's, Licensed  
Victualler, High Court Pet June 2 Ord July 2

DUNFORD, OSWALD FREDERICK, Oxford, Chemist Oxford  
Pet June 18 Ord July 3

FLETCHER, SAMUEL HUNT, Knob Farm, Over Lane, nr  
Belper, Derby Derby Pet July 2 Ord July 2

FOX, ARTHUR, Wisbech, Cambridges, Fancy Goods Dealer  
King's Lynn Pet July 3 Ord July 3

GILL, WILLIAM, Wakefield, Outfitter Wakefield Pet  
July 1 Ord July 1

HADDON, WILLIAM, Burnt Tree, Tipton, Staffs, Publisher  
Dudley Pet July 4 Ord July 4

HARRISON, ALFRED WILLIAM, Derby, Clothier Derby  
Pet June 27 Ord July 1

HARVEY, HARRY ERNEST, Fenton, Staffs, Grocer Stoke-  
upon Trent Pet July 2 Ord July 2

HAYDON, FLAXMAN, and HENRY GEORGE HAYDON, Cam-  
mille st, Accountants High Court Pet Feb 7 Ord  
July 3

HOPLA, WILLIE, Ammanford, Carmarthen, Colliery  
Labourer Carmarthen Pet July 3 Ord July 3

IND, FRANK, Tebbury, Glos Swindon Pet July 3 Ord  
July 3

JOHNSON, WILLIAM, Leeds, Leeds Pet July 3 Ord  
July 3

KNEELER, ARTHUR, Farnost St Peter, Norfolk, Draper  
Norwich Pet July 3 Ord July 3

KNIGHT, BEN, Petersfield, Hants, Builder Portsmouth  
Pet July 1 Ord July 1

MCNIN, HENRY SIDNEY, High st, Walthamstow  
High Court Pet May 30 Ord July 4

MARTIN, GEORGE, Norwich, Baker Norwich Pet July  
3 Ord July 3

MINDALL, ISAAC, Casson st, Stepney, Boot Manufac-  
turer High Court Pet May 30 Ord July 2

MITCHELL, SPENCER, Riverdale rd, Twickenham Park,  
Army Tutor Brentford Pet June 5 Ord July 3

MURRAY, CHARLES, Southampton, Oil Merchant South-  
ampton Pet June 5 Ord July 2

NEIL, ROBERT, Swaffham Prior, Cambs, Farmer Cam-  
bridge Pet July 2 Ord July 2

PADDINGTON, JOSEPHUS JOHN, and WILFRED LAWSON  
PADDINGTON, Colden Common, Southampton, Con-  
tractors Winchester Pet June 16 Ord June 16

PRESSON, JAMES HENRY, son, Treforest, Glam, Grocer  
Pontypridd Pet July 1 Ord July 1

RUTHER, THOMAS, Chipmole, Chesham, Salop, Farmer  
Crewe Pet June 12 Ord July 2

SAMUEL, ALEXANDER WENTON, Moscow ct High Court  
Pet Feb 27 Ord July 2

SAMUELSON, CHARLES RYTON, Hart st, Mark in, Tobacco  
Merchant High Court Pet June 2 Ord July 4

SHARP, SAM, West Hartlepool, Fruiterer Sunderland  
Pet July 3 Ord July 3

SIDDALL, HERBERT, Halifax, Tailor Halifax Pet July 2  
Ord July 2

SMITH, CHARLES FREDERICK, Arundel st, Strand, Solicitor  
High Court Pet April 6 Ord July 2

SMITH, EDWARD, Dudley, Draper Dudley Pet May 13  
Ord July 3

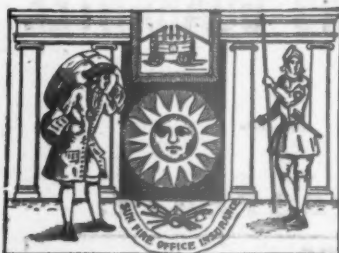
SMITH, NELLIE, Bath, Costumier Bath Pet July 3 Ord  
July 3

THOMAS, FREDERICK, Goodmayes, Iford, Essex Builder  
Chelmsford Pet April 25 Ord July 1

THORPE, THOMAS LEE, Oldham, Greengrocer Oldham  
Pet July 2 Ord July 2

TOURKIN, JULIUS, Manchester, Tea Merchant Man-  
chester Pet June 7 Ord July 2

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WAGGOTT, JOHN HENRY, and FREDERICK ERNEST STEPHENSON, Sunderland, Grocers Sunderland Pet July 2 Ord July 2

Amended Notice substituted for that published in the London Gazette of June 26:

OXLEY, JOHN FINNINGLEY, Bole, Notts, Farmer Lincoln Pet June 5 Ord June 22

#### ADJUDICATIONS ANNULLED.

RHODES, JOHN HENRY HORACE WENTWORTH, Beeston, Leeds, Civil Engineer Leeds Adjud September 4, 1906 Annul July 3, 1908

TOUBKIN, MANNING, Manchester, Tea and Coffee Merchant Manchester Adjud July 4, 1907 Annul July 2, 1908

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#### CRITERION THEATRE, Piccadilly-circus.

THIS EVENING, at 9.15, "THE MOLLIUSO"; CHARLES WYNDHAM and MISS MARY MOORE, Mr. Sam Sothorn, Miss Dorothy Thomas. Preceded, at 8.30, by "A Scotch Marriage"; Miss Marguerite Leslie, Mr. Yorke Stephens, Mr. Reginald Walter.

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#### COMEDY.

THIS EVENING, at 8.35, CHARLES FROTHMAN and Arthur Chudleigh present MRS. DOT: Miss Marie Tempest; Mr. Fred Kerr, Mr. Kenneth Douglas, Mr. Graham Browne, Mr. Herbert Ross, Mr. George Bellamy, Mr. Horton Cooper, Mr. Brian Eglerton, Mr. H. Gerrish, Miss Lena Halliday, Miss Lydia Billbrook, Miss Marie Illington.

#### THE HICKS THEATRE, Shaftesbury-avenue, W.

THIS EVENING, at 8.30, a WALTZ DREAM: Messrs. Geo. Grossmith, jun., Arthur Williams, Vernon Davidson, Langford Kirby, Albert Kavanagh, and Robert Evelt; Misses Dorothy Ward, Maud Boyd, Meale Gay, Minnie Baker and Valli Valli.

#### VAUDEVILLE.

THIS EVENING, at 9.0, JACK STRAW: Mr. Charles Hawtree; Mesdames Vane Featherston, Dagmar Wiebe, Mona Harrison, Joy Chatwyn, and Miss Lottie Vane; Messrs. Henry Stephenson, H. R. Hignett, Louis Goodrich, Charles Troode, Robert Whyte, Junr., Percy R. Goodyear. At 8.30, BREAKING IT GENTLY.

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THIS EVENING, at 8.30, THE EXPLORER: Messrs. LEWIS WALLER, A. E. George, Charles Rock, Owen Roughwood, Shiel Barry; Mmes. Evelyn Millard, Mary Rorke, Eva Moore.

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